Ocala City Council Agenda - Final
Tuesday, August 5, 2025

Meeting Information

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

https://www.ocalafl.gov/meetings

Time
4:00 PM

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

Mayor
Ben Marciano

City Manager
Peter Lee

Mission Statement

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

City Council's Strategic Priorities

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

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

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

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

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

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

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

1. Call to Order

2. Roll Call

2a. New Employees
- Ryon Lee, Electric
- Scott Minos, Electric
- Johnny Salcedo, Electric
- Melissa Lamb, Finance
- Kevin Brantley Public Works
- Coke Crawford, Public Works

3. Public Notice

4. Proclamations and Awards

4a. Presentation of the National Purple Heart Day Proclamation to Stephen Petty, U.S. Army, Captain; John Webb, U.S. Army, Captain; F.L. Brown, U.S. Army, Sergeant; Henry Bolding, U.S.M.C., Lance Corporal; Reginald Nealy, U.S.M.C., Corporal and Vito Giammanco, U.S. Army, Specialist

4b. Presentation of a lifesaving award to Orange Theory members Rafael Rosa, Mike Crimi, Tom Culpepper, and Katie Freeman, by Ocala Fire Chief Clint Welborn

5. Presentations

6. Consent Agenda

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

6a. Approve the award of a two-year contract to Ayopa, Inc., for the provision of grounds maintenance services at the City Complex with a maximum expenditure of $57,999

Presentation By: Darren Park

6b. Approve the purchase of industrial products and services for tile and hard floor restoration from Saniglaze International, LLC, utilizing the General Services Administration Multiple Award Schedule with an aggregate expenditure of $85,000

Presentation By: John King

6c. Adopt Budget Resolution 2025-167 amending the Fiscal Year 2024-25 budget to accept and appropriate a North Florida Institute of Police Technology and Management grant from the State of Florida in the amount of $47,099 **BR-2025-167**

Presentation By: Michael Balken

6d. Approve a one-year renewal of the contract for continuing professional general aviation engineering services with McFarland Johnson, Inc

Presentation By: Michael Baker

6e. Approve a one-year renewal of the contract for continuing professional general aviation engineering services with Infrastructure Consulting & Engineering, PLLC

Presentation By: Michael Baker

6f. Approve Fiscal Year 2024-2025 renewal of GrayKey forensic software in the amount of $69,520

Presentation By: Joshua Sasso

6g. Approve minutes from July 15, 2025 City Council meeting

Presentation By: Angel Jacobs

7. Consent Agenda Items Held for Discussion

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

8. Introduction and First Readings of Ordinances

(Second and Final Reading - August 19, 2025)

8a. Adopt Ordinance 2025-34, amending Sec. 90-20, Code of Ordinances, City of Ocala, Florida, providing for limitations on enclosures under elevated buildings located in flood hazard areas **ORD-2025-34**

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

10. General Business

10a. Approve award of the contract for construction services for Phase 3 of the SW 44th/46th Avenue Four-Lane Expansion Project to Commercial Industrial Corp. in the amount of $3,433,678, plus a 10 percent contingency, for a total expenditure not to exceed $3,777,046

Presentation By: Sean Lanier

10b. Adopt Budget Resolution 2025-168 amending the Fiscal Year 2024-25 budget to transfer funds from the Infrastructure Sales Surtax reserve for contingencies account for Phase 3 of the SW 44th/46th Avenues Four-Lane Expansion project in the amount of $3,777,046 **BR-2025-168**

Presentation By: Sean Lanier

10c. Approve Task Work Order No. 10 with Black & Veatch Corporation for Professional Engineering Services to prepare the City's revised Federal Emergency Management Agency Floodplain Zone AE model, letter of map revisions package, and corresponding request for additional information responses in the amount of $186,243

Presentation By: Sean Lanier

10d. Approve Grant Agreement 25PLN17 with the Florida Department of Environmental Protection for the completion of an Adaptation Plan consistent with the Florida Adaptation Planning Guidebook in the amount of $300,000

Presentation By: Sean Lanier

10e. Adopt Budget Resolution 2025-169 appropriating funds from the Florida Department of Environmental Protection to complete an Adaptation Plan consistent with the Florida Adaptation Planning Guidebook in the amount of $300,000 **BR-2025-169**

Presentation By: Sean Lanier

10f. Approve Task Work Order No. 51 with Kimley-Horn & Associates, Inc. for the provision of professional engineering services related to the creation and implementation of a Stormwater Master Plan for the City of Ocala in the amount of $462,170

Presentation By: Sean Lanier

10g. Approve one-year renewal of the contract with Odyssey Manufacturing Company for liquid sodium hypochlorite supply and delivery services at Water Treatment Plant No. 1, Water Reclamation Facility No. 2, and Water Reclamation Facility No. 3 with an estimated aggregate expenditure of $625,000

Presentation By: Sean Lanier

10h. Approve the purchase of Hendrix cable system from Marmon Utility, LLC, with an estimated expenditure of $168,534

Presentation By: Doug Peebles

10i. Approve a sixteen-month multi-award contract for emergency standby tree trimming and line clearing to The Davey Tree Expert Co. and Burford's Tree, Inc. with an aggregate expenditure not to exceed $220,000

Presentation By: Doug Peebles

10j. Approve one-year renewal of the Agreement for Fuel Supply and Transfer Services with Petroleum Traders Corporation in an amount not to exceed $2,500,000

Presentation By: John King

10k. Adopt Budget Resolution 2025-170 to amend the Fiscal Year 2024-25 budget to transfer funds from the General Fund Reserve for Contingencies account to cover a projected deficit in the Fleet Management account in the amount of $395,000 **BR-2025-170**

Presentation By: John King

10l. Approve a one-year renewal of the contract with Wear Gloves, Inc. for annual litter control and drain and inlet surface cleaning services in the amount of $433,472

Presentation By: Darren Park

10m. Approve the re-award of contract for stormwater grounds maintenance services for the City's southeast section to Southern Charm Mowing & Landscaping, LLC in the amount of $367,780

Presentation By: Darren Park

10n. Approve a one-year renewal of the agreement for elevator and lift preventative maintenance and repair services in the amount of $225,000

Presentation By: Gary Crews

10o. Adopt Budget Resolution 2025-171 amending the Fiscal Year 2024-25 budget to recognize a General Fund transfer into the Bank Loan Series 2022 debt fund in the amount of $4,226,252 **BR-2025-171**

Presentation By: Tammi Haslam

10p. Adopt Budget Resolution 2025-172 amending the Fiscal Year 2024-25 budget to accept and appropriate funding from the Federal Transit Administration in support of the Ocala Marion County public transit system, SunTran, in the amount of $3,938,144 **BR-2025-172**

Presentation By: Tom Duncan

10q. Approve the Fiscal Year 2025-26 property, casualty, liability, and workers' compensation insurance premiums and authorize the Human Resources/Risk Management Director to execute the corresponding insurance policy applications with a projected expenditure of $2,642,504

Presentation By: Todd Swanson

11. Internal Auditor's Report

11a. Internal Audit Report Issued – Unannounced Cash Counts Audit

12. City Manager's Report

13. Ocala Police Department Report

14. Ocala Fire Rescue Department Report

15. City Attorney's Report

16. Public Comments

17. Informational Items and Calendaring Items

- Tuesday, August 12, 2025 - 12:00pm - City Council Workshop Re: FY 2025-26 Budget - Council Chambers
- Tuesday, August 19, 2025 - 3:45pm - CRA Board meeting - Council Chambers
- Tuesday, August 19, 2025 - 4:00pm - City Council meeting - Council Chambers
- Tuesday, August 26, 2025 - 3:00pm - TPO Meeting - Marion County BOCC Auditorium
- Monday, September 1, 2025 - Labor Day Holiday - City offices closed
- Wednesday, September 3, 2025 - 3:45pm - CRA Board meeting - Council Chambers
- Wednesday, September 3, 2025 - 4:00pm - City Council meeting - Council Chambers
- Thursday, September 11, 2025 - 5:01pm - City Council Special Meeting re: Fire Assessment - Council Chambers
- Tuesday, September 16, 2025 - 3:45pm - CRA Board meeting - Council Chambers
- Tuesday, September 16, 2025 - 4:00pm - City Council meeting - Council Chambers
- Tuesday, September 23, 2025 - 3:00pm - TPO Meeting - Marion County BOCC Auditorium

17a. Executed Contracts Under $50,000

17b. Power Cost Adjustment Report - June 2025

17c. Monthly budget to actual report and Capital Improvement Project status report as of June 30, 2025

18. Comments by Mayor

19. Comments by City Council Members

20. Adjournment

File #: 2025-1729 Agenda Item #: 4a.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Presentation of the National Purple Heart Day Proclamation to Stephen Petty, U.S. Army, Captain; John Webb, U.S. Army, Captain; F.L. Brown, U.S. Army, Sergeant; Henry Bolding, U.S.M.C., Lance Corporal; Reginald Nealy, U.S.M.C., Corporal and Vito Giammanco, U.S. Army, Specialist

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2025-1629 Agenda Item #: 4b.

Submitted By: Clint Welborn

Department: Fire and Emergency Services

STAFF RECOMMENDATION (Motion Ready):
Presentation of a lifesaving award to Orange Theory members Rafael Rosa, Mike Crimi, Tom Culpepper, and Katie Freeman, by Ocala Fire Chief Clint Welborn

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2025-1600 Agenda Item #: 6a.

Submitted By: Tiffany Stewart

Presentation By: Darren Park

Department: Public Works

STAFF RECOMMENDATION (Motion Ready):
Approve the award of a two-year contract to Ayopa, Inc., for the provision of grounds maintenance services at the City Complex with a maximum expenditure of $57,999

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
Bid Released to Public: 6/2/25

BACKGROUND:
The Public Works Streets Division needs mowing services at the City Complex located at 1805 NE 30th Avenue, as well as the adjacent rights-of-way along NE 30th Avenue and NE 21st Street. This mowing schedule is based on a set number of cuts per month for each month of the calendar year. The current contract for these services expires on August 22, 2025.

FINDINGS AND CONCLUSIONS:
On June 2, 2025, the City of Ocala issued Invitation to Bid (ITB) No.: PWD/250713 for grounds maintenance services for the City Complex. Ten bids were received with the following results:

Bidder Name	Office Location	Total Bid
Ayopa, Inc	**Sanford, FL**	**$57,998.34**
ESB Light, LLC	Minneola, FL	$68,100.00
BWC Services USA, LLC	Ocala, FL	$74,200.00
Squeekie Klean Landscaping	Reddick, FL	$77,820.00
Three Ponds Rental, LLC	Ocala, FL	$67,075.00
Yellowstone Landscape Southeast, LLC	Bunnell, FL	$70,712.00
Earthscapes Unlimited, Inc	Coleman, FL	$70,638.41
Southern Charm Mowing & Landscaping and	Ocala, FL	$77,500.00
Solo Cats Services	Ocala, FL	$85,800.00
North Central Florida Landscaping	Ocala, FL	$126,800.00

Ayopa, Inc. was found to be the lowest responsive and responsible bidder.

Staff recommends approval of a two-year contract, beginning August 6, 2025, and ending August 5, 2027, with the option for two additional one-year renewal periods.

FISCAL IMPACT:
Funding for this contract is budgeted in account 158-023-430-538-53-34010 for Fiscal Year 2024-25 in the amount of $5,725, and account 158-023-430-538-53-34010 for Fiscal Year 2025-26 in the amount of $29,000, and will be budgeted in account 158-023-430-538-53-34010 for Fiscal Year 2026-27 in the amount of $23,274.

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

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

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

AGREEMENT FOR GROUNDS MAINTENANCE SERVICES – CITY COMPLEX

THIS AGREEMENT FOR GROUNDS MAINTENANCE SERVICES – CITY COMPLEX ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **AYOPA, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 47-1995811) ("Contractor").

WHEREAS, on June 2, 2025, City issued a Request for Quotation ("RFQ") for the provision of grounds maintenance services for the City Complex, RFQ No.: PWD/250713 (the "Solicitation"); and

WHEREAS, ten (10) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Ayopa, Inc. was found to be the lowest; and

WHEREAS, Contractor was chosen as the intended awardee to provide grounds maintenance services at the City Complex (the "Project"); and

WHEREAS, Contractor certifies that Contractor is qualified and possesses the required experience and licensure.

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

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement and the quote submitted by Contractor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:
   Exhibit A: Scope of Work (A-1 through A-5)
   Exhibit B: Price Proposal (B-1)
   Exhibit C: Mowing Boundary Map (C-1)

   If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Contractor an amount no greater than **FIFTY-SEVEN THOUSAND, NINE HUNDRED NINETY-NINE AND NO/100 DOLLARS ($57,999)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.

A. **Price Adjustments.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT (3%)** annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Contractor's proposed price increases. Contractor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Contractors are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.

B. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Public Works Department**, Attn: **Dudley Bess, 1805 NE 30th Avenue, Building 300, Ocala, Florida 34470** E-Mail: dbess@ocalafl.gov.

C. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

E. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

F. **Amounts Due to the City**. Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification

Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **AUGUST 6, 2025,** and continue in effect for a term of **TWO (2) YEARS**, through and including **AUGUST 5, 2027** (the "Term"). This Agreement may be renewed for up to **TWO (2)** additional **ONE (1) YEAR** periods by written consent between City and Contractor.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
   A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
   B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either

party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
   (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
   (2) Contractor provides material that does not meet the specifications of the Agreement;
   (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
   (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
   (1) City shall be entitled to terminate this Agreement without further notice;
   (2) City shall be entitled to hire another Contractor to complete the required work in accordance with the needs of City;
   (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
   (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Contractor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or

supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

9. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
10. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
12. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

    A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
    B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
    C. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
    D. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

14. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.

    A. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.

    B. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.

    C. Contractor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.

15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.
17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

18. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.
    C. Policy must include coverage for contractual liability and independent contractors.
    D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

    A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

    B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

    C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

20. **ADDITIONAL INSURANCE REQUIREMENTS.**

    A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
    B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
    C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala.**

Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov. Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

21. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
    A. All employees on the work and other persons that may be affected thereby;
    B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and

responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
24. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
25. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
26. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.

27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

29. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
    A. Keep and maintain public records required by the public agency to perform the service.
    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

30. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

31. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
32. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
33. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
34. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
35. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
36. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
37. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

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

If to Contractor:	Ayopa, Inc. Attention: Amado Estrema 4366 N. Ronald Reagan Blvd Sanford, Florida 32773 Phone: 407-923-4311 E-mail: ayopaservices@gmail.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

39. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

40. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY

ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.

42. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

44. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

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

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

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

50. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no

other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

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

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Kristen Dreyer
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

AYOPA, INC.

_____

By: _____
(Printed Name)

Title: _____
(Title)

BACKGROUND

1. Contractor must provide ground maintenance services for the Public Works Department located at 1805 NE 30th Avenue, Ocala, FL 34470. Contractor must provide all labor, equipment, tools, and materials necessary to provide professional landscaping services.
2. All work must be coordinated by the City Project Manager, Dudley Bess, 352-351-6734 dbess@ocalafl.gov.
3. Contractor must provide a valid telephone number and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to leave a message.
4. Services include maintaining City-owned right-of-way parcels and other designated areas as indicated in Exhibit C - Mowing Boundary Map.

WORK AREAS

1. The specific work areas will be given to the Contractor at the pre-work meeting.
2. See locations noted on **Exhibit C – Mowing Boundary Map.**

DEFINITIONS

1. **Trash** is defined as anything loose and useless (examples but not limited to) bottles, cans, paper, plastic bags, plastic bottles, plastic food wrappers, and Styrofoam cups and plates.
2. **Debris** is defined as objects lying on the ground in an area to be mowed that is mostly organic (examples but not limited to) tree limbs less than six (6) inches in diameter and smaller than six (6) feet in length, tree branches, twigs, hedge clippings, and sapling trimmings. One (1) or two (2) broken concrete blocks would qualify as debris, but an abundance of blocks would be the City's responsibility to move. If the Contractor finds large items such as old tires, concrete blocks, old chairs or sofas, dead car batteries, etc., on a site to be mowed, the Contractor shall contact the City Project Manager to report the findings, and the City will remove and properly dispose of the debris. Otherwise, it is the Contractor's responsibility to remove and properly dispose of the debris before mowing.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. An employee roster must be provided to the City.
2. Contractor must utilize competent employees in performing work under this Agreement. Employees performing the work must be properly licensed or qualified as required by this Scope of Work.
3. Contractor shall provide an assigned Project Manager, who will be the primary point of contact. The Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours, or voicemail must be available to take a message.
3. At the request of the City, Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in his or her employment. The City and Contractor must each be promptly notified by the other of any complaints received.
4. Contractors' employees must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in a good appearance as the job conditions permit.

5. Contractor will operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control its operations at the work site, and be solely responsible for the acts or omissions of its employees.
6. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.

HOLIDAY SCHEDULE

1. Contractor shall not perform ground maintenance services on City-observed holidays.
2. The City of Ocala recognizes the following holidays: January 1st, Dr. Martin Luther King Jr. 3rd Monday in January, Memorial Day, Last Monday in May, Juneteenth 19th, Independence Day, July 4th, Labor Day, 1st Monday in September, Veterans' Day, November 11, Thanksgiving Day, 4th Thursday in November, Thanksgiving Day (day after) 4th Friday in November, Christmas Eve, December 24th, and Christmas Day, December 25th.
3. If the holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. If the holiday falls on a Sunday, the holiday shall be observed on the following Monday or as designated by the City Manager.

CONTRACTOR RESPONSIBILITIES

The following maintenance duties are required for each mowing cycle at all properties:

1. Contractor is responsible for any damages, including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private If property is damaged or destroyed, the contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property, no later than one (1) month from the date damage occurred.
2. Contractor shall complete all work performed under this solicitation following the policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
3. Contractor shall obtain and pay for any licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
4. At least one crew member must communicate fluently in English.
5. Contractor's employees shall wear shirts or have a badge that identifies the company, and all trucks belonging to the Contractor must display the **company's name.**
6. When working near roadways, the employee shall wear an FDOT (Florida Department of Transportation) approved vest and place FDOT-approved safety cones and FDOT-approved "Men Working" signs in front of and behind company vehicles.
7. Sinkholes: Contractor shall immediately report any sinkholes found to the Public Works Department: 352-351-6733.
8. Properties having gates: Contractor shall report any gates needing repair for failure to close, open, or lock to the Streets System Manager, Charlie Varney, e-mail: cvarney@ocalafl.gov. All gates must be closed and locked when finished mowing at the City Complex.

9. Locations: Contractor shall submit a list of all locations that have been mowed at the end of each working day.
10. After completion of each location, Contractor shall take a cellphone photo using the Solocator app of the property and email it to the City-designated e-mail address. Please visit www.solocator.com or www.timestamp.com for details.

MOWING

1. Mow at a height of two (2) inches for Bahia grass and three (3) inches for St. Augustine grass. All mowing will be performed **ON WEEKENDS ONLY**. Any change to days and/or times must be approved in advance by the City Project Manager.
2. Proper equipment must be used to mow city sites to prevent scalping, rutting, or cutting off tops of slopes with mowing equipment, causing soil erosion.
3. All equipment must be properly maintained with sharp blades, so the grass is cut and not torn, to prevent damage to the grass plants.
4. **Mow all grassed areas by the frequencies indicated below.**

Month	Cuts Per Month City Complex & ROW	Cuts Per Month Sun Tran Field
January	1	0
February	1	0
March	2	0
April	4	1
May	4	1
June	4	1
July	5	2
August	4	2
September	4	2
October	4	1
November	2	1
December	1	0
Total:	**36**	**11**

5. The SunTran field outlined in **Exhibit B** shall be mowed with a tractor bush hog mower with deck, weed control around any poles, concrete structures, and trees.
6. The City does not include an allowance for delays caused by the effects of inclement weather; however, the City will grant time extensions, on a day-to-day basis, for delays caused by the impact of rain or

other inclement weather conditions. No additional compensation will be made for delays caused by inclement weather. The Contractor shall submit a written request to the City Project Manager (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather.

7. The Contractor must pick up trash and debris in and around the area to be mowed (including fence lines) before mowing and properly dispose of it so that it is not shredded by the mower. The Contractor is responsible for a clean area (free of trash and debris) with a neat appearance, even cut, and no clumps of grass to remain in the mowed areas.
8. Contractor shall be responsible for all damage incurred to any water sprinkler systems, shrubs, trees, etc., while performing grounds maintenance services. All damages shall be immediately reported to the City Project Manager, who will determine the need for replacement and/or repairs. All replacement and/or repairs for damage done by the Contractor shall be performed at no cost to the City. Any damaged ground sprinklers shall be repaired immediately to comply with water conservation regulations.
9. Backflow assemblies are located in various areas throughout the City. In the event a backflow assembly unit is damaged or destroyed by the Contractor, the Contractor shall be liable for all damages and shall be responsible for any costs associated with the repair or replacement of the unit(s). The Contractor's employees shall always have a wrench in their possession to shut off the water, should damage occur to a backflow assembly.
10. Water meter damage shall be reported to the Water Resources Department (352) 351-6772. Repairs must be made within 48 hours of damage occurrence, except for utility-related repairs, which must be completed as soon as possible.
11. The slopes and bottoms of the retention ponds will not be cut by the Contractor within the City Complex.

WEED TRIMMING

1. Trimming shall be done in areas inaccessible by mowers (fence lines, trees, signs, etc).
2. When using chemicals to treat fence lines, special care shall be used to ensure chemicals are not sprayed onto adjacent private property.
3. A three-inch (3") swath shall be sprayed on either side of the fence to maintain the grass and weed control, provided that the adjacent side of the fence is not private property. If the adjacent side is private property, only a three-inch (3") swath shall be sprayed on the City property. Once the vegetation has been treated with chemicals, the dead grass, weeds, and vines shall be removed with a weed-eater or similar device down to ground level, and the remaining dead vegetation removed from the fence.
4. A three-inch (3") diameter area from the base of trees shall be maintained when trimming around trees. The Contractor shall chemically kill or retard the growth directly under trees using suitable and equally effective herbicide. When chemically trimming around trees, special care shall be given so as not to spray the suckers growing from the ground around the tree as this may damage or kill the tree. Removal of the bark greater than 25% of the diameter of the tree shall require the tree to be replaced. This is common around Crape Myrtles and not normally found around oaks and other common hardwood trees.

5. Grass debris shall never be blown into roadways. Grass clippings shall be blown away from roadways, but not into retention ponds. The Contractor shall ensure all cuttings are kept off the streets and sidewalks.
6. **Sidewalks shall be edged. The Contractor shall provide proper edging techniques and equipment to edge all curbs and sidewalks. Gas-powered edging tools are required.**
7. In areas where there are cracks in the sidewalks with grass and weeds growing through the cracks, the vegetation shall be sprayed with an approved herbicide. After the vegetation is dead, it shall be removed with a weed-eater or similar string device.
8. The Contractor shall provide a manicured, professionally mowed project at each location.

MISCELLANEOUS

1. Contractor must immediately report sinkholes to the Public Works Department (352-351-6733).
2. Contractor must have at least one crew member who communicates fluently in English.
3. Properties having gates: The Contractor shall report to the City Project Manager any gates needing repair for failure to close, open, or lock.
4. Contractor's employees shall always wear shirts or have a badge that identifies the company, and all trucks belonging to the Contractor must bear the company's name.
5. When working near roadways, the employee shall wear an FDOT (Florida Department of Transportation) approved vest and place FDOT-approved safety cones and FDOT-approved "**Men Working Signs**" in front of and behind company vehicles.
6. At the end of each working day, the Contractor shall submit a list of all mowing locations that have been mowed to the City Project Manager.
7. All walking trails and/or sidewalks in or around the rights-of-way shall be free of grass clippings and weeds. Edging is required.
8. ***Add the bag litter picked up an amount*** *to each invoice submitted. At the top of the invoice.*
9. After completion of each location, take a cellphone photo using the Solocator app of the property, and email it to the City's designated email address. Please visit www.solocator.com for details.

SAFETY

1. Contractor shall be fully responsible for meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, staff, public, etc.
2. In no event shall the City be responsible for any damages to any of the Contractor's lost, damaged, destroyed or stolen equipment or clothing.

Exhibit B - PRICE PROPOSAL

CONTRACT#PWD/250713

CONTRACTOR NAME	LOCATION
Ayopa, Inc	Sanford, FL

ITEM	DESCRIPTION	UOM	QTY	COST PER CUT
1	City Complex	EA	1	$ 674.99
2	SunTran Field	EA	1	$ 99.99
3	NE 21 St and NE 30 Ave	EA	1	$ 99.99

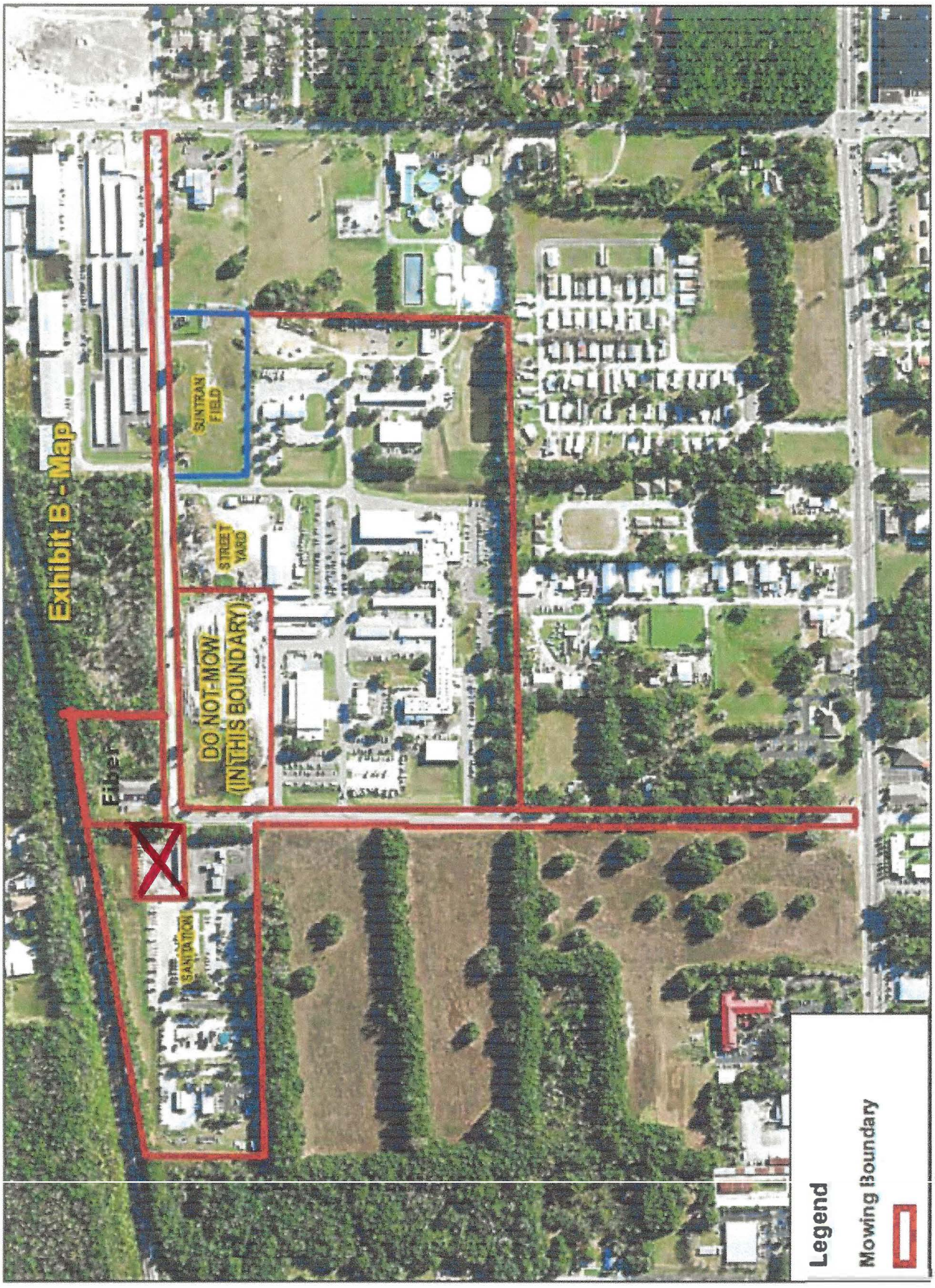


Exhibit B - Map
SUNTRAN FIELD
STREET YARD
DO NOT MOW (IN THIS BOUNDARY)
Fiber
SANITATION
Legend
Mowing Boundary

BID TABULATION & NOTICE OF INTENT TO AWARD

Bid Name: **City Complex Mowing**
ProRFx ID: RFQ05282500000073
Notifications Sent: #19292
Bids: #10

Solicitation: **RFQ# PWD/250713**
Buyer: Louis Joseph
Buyer Email: ljoseph@ocalafl.gov
Buyer Phone: 352-629-8260

6/24/2025 **Notice of Intent to Award** to **Ayopa, Inc.** Pending City Council approval.

Bidder Name	Office Location	Total Bid Amount (initial 2-year contract)
Ayopa, Inc	Sanford, FL	**$ 57,998.34**
ESB Light, LLC	Minneola, FL	$ 68,100.00
BWC Services USA, LLC	Ocala, FL	$ 74,200.00
Squeekie Klean Landscaping	Reddick, FL	$ 77,820.00
Three Ponds Rental, LLC	Ocala, FL	$ 67,075.00
Yellowstone Landscape Southea	Bunnell, FL	$ 70,712.00
Earthscapes Unlimited, Inc	Coleman, FL	$ 70,638.41
Southern Charm Mowing & Lan	Ocala, FL	$ 77,500.00
Solo Cats Services	Ocala, FL	$ 85,800.00
North Central Florida Landscapi	Ocala, FL	$ 126,800.00

Item	Description	Qty	UOM	Unit Price	Total
1	**City Complex**	**36**	**EA**		
	Ayopa, Inc	36	EA	$ 674.99	$ 24,299.64
	ESB Light, LLC	36	EA	$ 500.00	$ 18,000.00
	BWC Services USA, LLC	36	EA	$ 900.00	$ 32,400.00
	Squeekie Klean Landscaping	36	EA	$ 700.00	$ 25,200.00
	Three Ponds Rental, LLC	36	EA	$ 1,475.00	$ 53,100.00
	Yellowstone Landscape Southeast, LLC	36	EA	$ 1,622.00	$ 58,392.00
	Earthscapes Unlimited, Inc	36	EA	$ 1,622.12	$ 58,396.32
	Southern Charm Mowing & Landscaping	36	EA	$ 1,500.00	$ 54,000.00
	Solo Cats Services	36	EA	$ 1,600.00	$ 57,600.00
	North Central Florida Landscaping and Lawncare, LLC	36	EA	$ 2,900.00	$ 104,400.00

Item	Description	Qty	UOM	Unit Price	Total
2	**SunTran Field**	**11**	**EA**		
	Ayopa, Inc	11	EA	$ 99.99	$ 1,099.89
	ESB Light, LLC	11	EA	$ 150.00	$ 1,650.00
	BWC Services USA, LLC	11	EA	$ 100.00	$ 1,100.00
	Squeekie Klean Landscaping	11	EA	$ 150.00	$ 1,650.00
	Three Ponds Rental, LLC	11	EA	$ 125.00	$ 1,375.00
	Yellowstone Landscape Southeast, LLC	11	EA	$ 220.00	$ 2,420.00
	Earthscapes Unlimited, Inc	11	EA	$ 136.99	$ 1,506.89
	Southern Charm Mowing & Landscaping	11	EA	$ 500.00	$ 5,500.00
	Solo Cats Services	11	EA	$ 600.00	$ 6,600.00
	North Central Florida Landscaping and Lawncare, LLC	11	EA	$ 400.00	$ 4,400.00

Item	Description	Qty	UOM	Unit Price	Total
3	**NE 21st Street and NE 30th Ave**	**36**	**EA**		
	Ayopa, Inc	36	EA	$ 99.99	$ 3,599.64
	ESB Light, LLC	36	EA	$ 400.00	$ 14,400.00
	BWC Services USA, LLC	36	EA	$ 100.00	$ 3,600.00
	Squeekie Klean Landscaping	36	EA	$ 335.00	$ 12,060.00
	Three Ponds Rental, LLC	36	EA	$ 350.00	$ 12,600.00
	Yellowstone Landscape Southeast, LLC	36	EA	$ 275.00	$ 9,900.00
	Earthscapes Unlimited, Inc	36	EA	$ 298.20	$ 10,735.20
	Southern Charm Mowing & Landscaping	36	EA	$ 500.00	$ 18,000.00
	Solo Cats Services	36	EA	$ 600.00	$ 21,600.00
	North Central Florida Landscaping and Lawncare, LLC	36	EA	$ 500.00	$ 18,000.00

File #: 2025-1648 Agenda Item #: 6b.

Submitted By: Christina Guy

Presentation By: John King

Department: Facilities Management

STAFF RECOMMENDATION (Motion Ready):
Approve the purchase of industrial products and services for tile and hard floor restoration from Saniglaze International, LLC, utilizing the General Services Administration Multiple Award Schedule with an aggregate expenditure of $85,000

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The City of Ocala's Facilities Management Department routinely performs floor maintenance in City-owned buildings. This work helps ensure the cleanliness, structural integrity, and aesthetic appeal of these facilities.

FINDINGS AND CONCLUSIONS:
To support this initiative, Facilities Management will resurface tile and hard floors in various City buildings under General Services Administration (GSA) Contract No. 47QSMS24D004N.

As a political subdivision of the state of Florida, the City of Ocala qualifies as an eligible user of cooperative purchasing agreements like the GSA's Multiple Award Schedule (MAS). GSA contracts are negotiated by the federal government with the intent of securing "most favored customer' pricing plus a discount offered to GSA and other authorized purchasers. The underlying agreement is valid from March 14, 2024, through March 13, 2029, and has been evaluated and determined by the City's Procurement and Contracting Department to be cost -effective and to afford the City best value.

FISCAL IMPACT:
Funding is available in Fiscal Year 2024-25 account 001-026-601-519-51-46010 - Facilities Repair & Maintenance.

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

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

COOPERATIVE PURCHASING AGREEMENT FOR TILE AND HARD SURFACE RESTORATION SERVICES

THIS COOPERATIVE PURCHASING AGREEMENT FOR TILE AND HARD SURFACE RESTORATION SERVICES ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **SANIGLAZE INTERNATIONAL, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 59-3635047) ("Contractor").

WHEREAS, after a competitive procurement process, the United States General Services Administration (GSA) entered into a contract with SaniGLAZE International, LLC for the provision of Tile and Hard Surface Restoration, GSA contract number 47QSMS24D004N (the "GSA Agreement"); and

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

WHEREAS, City desires to purchase labor, services, and materials for the provision of tile and hard surface restoration services pursuant to essentially the same terms and conditions provided under the GSA Agreement as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Contractor agrees to extend the terms, conditions, and pricing of the GSA Agreement to the City of Ocala, subject to the terms and conditions of the Piggyback Agreement.

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

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:
   A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for Tile and Hard Surface Restoration Services as it may from time to time be amended or modified pursuant to its terms and provisions.
   B. **GSA Agreement:** shall mean the contract between U.S. General Services Administration and SaniGLAZE International, LLC and its exhibits, as amended and attached hereto as **Exhibit A – GSA Agreement.**
3. **INCORPORATION OF GSA AGREEMENT.** The GSA Agreement attached hereto as Exhibit A is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the GSA Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.
4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in

this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

Exhibits to Agreement: The Exhibits to this Agreement are as follows:

A. Exhibit A: GSA Agreement (A-1 through A-7)

5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the GSA Agreement are modified and replaced, in their entirety, as follows:

A. **COMPENSATION.** City shall pay Contractor a price not to exceed the maximum limiting amount of **EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS ($85,000)** over the contract term for the performance of the work and in accordance with the contract documents based on the most current prices set forth in **Exhibit A – GSA Agreement**.

B. **TIME FOR PERFORMANCE.** This Agreement shall become effective and commence on **AUGUST 6, 2025** and continue through and including **MARCH 13, 2029**.

C. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **Facilities Management Department**, 1805 NE 30th Avenue, Bldg. 1000, Ocala, Florida 34470 Attn: **Charles Stewart** E-Mail: cstewart@ocalafl.gov; Office: 352-351-____.

D. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

E. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

F. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

G. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

H. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer

Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

6. **COMMERCIAL AUTO LIABILITY INSURANCE**. Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

7. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

   A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
   B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.
   C. Policy must include coverage for contractual liability and independent contractors.
   D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

8. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

   A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

   B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

   C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

9. **ADDITIONAL INSURANCE REQUIREMENTS.**
   A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

10. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:

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

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

11. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

12. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

13. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum

of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

14. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

15. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

16. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

17. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

18. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

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

If to Contractor:

SaniGLAZE International, LLC
Attention: Michele Yonash
4526 Lenox Avenue
Jacksonville, Florida 32205
Phone: 800-874-5554
E-mail: michele.y@saniglaze.com

If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

20. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

21. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

22. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

23. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any

objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

24. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
25. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
26. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
27. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
28. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
29. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
30. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
31. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
32. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Kristen Dreyer
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

SANIGLAZE INTERNATIONAL, LLC

_____

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

SaniGLAZE
TILE & HARD SURFACE RESTORATION

General Services Administration Multiple Award Schedule

Federal Supply Service
Authorized Federal Supply Schedule Price List

Industrial Products & Services
Cleaning Supplies
SIN: 325611 PSC: 7930

Contract Number: 47QSMS24D004N
Contract Period: March 14, 2024 – March 13, 2029

SaniGLAZE International, LLC
4526 Lenox Avenue
Jacksonville, FL 32205
Phone: (800) 874-5554
Fax: (904) 366-2690
www.saniglaze.com
Small Business

Contract Administrator:
Michele Yonash
Phone: (800) 874-5554
Fax: (904) 366-2690
Michele.y@saniglaze.com

GSA Schedule

Prices current as of modification P-001 dated 3/14/2024.

Online access to contract ordering information, terms and conditions, up-to-date pricing and the option to create an electronic delivery order are available through **GSA *Advantage!***, a menu driven database system. The INTERNET address is GSAAdvantage.gov.

For more information on ordering from Federal Supply Schedules, go to the GSA Schedules page at GSA.gov.

CUSTOMER INFORMATION:

1a. Table of awarded Special Item Numbers for: SIN 325611

SaniGLAZE International, LLC
GSA Price List - Contract GS-07F-5520P
SaniGLAZE Service Charge Rates (Per Square Foot)

	Region									
SaniGLAZE Process	**1**	**2**	**3**	**4**	**5.a**	**5.b**	**6**	**7**	**8**	**9**
EnduraGLAZE℠ Process	$12.85	$13.87	$12.23	$11.86	$12.26	$14.59	$12.29	$13.00	$12.23	$13.11
EnduraGLAZE+℠ Process	$14.23	$15.23	$13.60	$13.23	$13.65	$15.95	$13.67	$14.37	$13.60	$14.49
ChromaGLAZE℠ Process	$10.23	$10.94	$9.82	$9.58	$9.85	$11.44	$9.86	$10.33	$9.81	$10.42
ChromaGLAZE+℠ Process	$12.06	$12.68	$11.69	$11.45	$11.70	$13.12	$11.71	$12.13	$11.67	$12.68
VariGLAZE℠ Process	$13.25	$13.91	$12.88	$12.63	$12.89	$14.36	$12.90	$13.35	$12.85	$13.42
VariGLAZE+℠ Process	$14.81	$15.47	$14.43	$14.19	$14.44	$15.93	$14.45	$14.90	$14.41	$14.97
VariGLAZE℠ Max Process	$16.30	$16.96	$15.92	$15.68	$15.93	$17.42	$15.94	$16.39	$15.90	$16.46
VariGLAZE℠ Max+ Process	$17.29	$17.95	$16.91	$16.67	$16.92	$18.41	$16.93	$17.38	$16.90	$17.45
VariGLAZE℠ Max Q Process	$18.93	$19.59	$18.54	$18.30	$18.55	$20.05	$18.56	$19.01	$18.53	$19.09
VariGLAZE℠ Max Q+ Process	$19.93	$20.59	$19.54	$19.30	$19.55	$21.05	$19.56	$20.01	$19.53	$20.09
GroutGLAZE℠ Process	$10.66	$11.49	$10.17	$9.87	$10.20	$12.07	$10.21	$10.77	$10.16	$10.85
SurfaceGLAZE℠ Process	$8.06	$8.66	$7.70	$7.49	$7.72	$9.09	$7.73	$8.15	$7.69	$8.20
SurfaceGLAZE+℠ Process	$9.48	$10.07	$9.12	$8.91	$9.13	$10.49	$9.14	$9.56	$9.11	$9.61
XcelKLEEN℠ Process	$5.17	$5.61	$4.94	$4.79	$4.95	$5.89	$4.96	$5.23	$4.94	$5.30
EverGLAZE℠ Maintenance	$3.20	$3.45	$3.03	$2.93	$3.04	$3.62	$3.04	$3.23	$3.03	$3.25
Site Prep Minor	$0.43	$0.43	$0.43	$0.43	$0.43	$0.43	$0.43	$0.43	$0.43	$0.43
Site Prep Moderate	$1.48	$1.48	$1.48	$1.48	$1.48	$1.48	$1.48	$1.48	$1.48	$1.48
Site Prep Extensive	$2.89	$2.89	$2.89	$2.89	$2.89	$2.89	$2.89	$2.89	$2.89	$2.89
Site Prep Extreme	$4.96	$4.96	$4.96	$4.96	$4.96	$4.96	$4.96	$4.96	$4.96	$4.96
Floor Leveling	$4.96	$4.96	$4.96	$4.96	$4.96	$4.96	$4.96	$4.96	$4.96	$4.96
Speedcove (per linear foot)	$14.89	$14.89	$14.89	$14.89	$14.89	$14.89	$14.89	$14.89	$14.89	$14.89
Vapor Barrier	$2.98	$2.98	$2.98	$2.98	$2.98	$2.98	$2.98	$2.98	$2.98	$2.98

Region Code	States Covered
1	VT, NH, MA, RI, CT
2	NY, NJ, PA
3	DE, MD, DC, WV, VA, NC, SC, GA, FL
4	KY, TN, MS, AL
5.a	IL, IN, OH, WI, MI (all counties in MI except those listed in 5.b)
5.b	MI counties: Genesee, Lapeer, Lenawee, Macomb, Monroe, Oakland, St. Clair, Washtenaw, and Wayne
6	TX, OK, AR, LA
7	ND, SD, NE, KS, MN, IA, MO
8	MT, WY, ID, NV, UT, CO, AZ, NM
9	WA, OR, CA, AK, HI

CUSTOMER INFORMATION continued:

1b. Identification of the Lowest Priced Model Number and Unit Price:

SIN	Model / Product	GSA net Price
325611	**Site Prep Minor in All Regions**	**$.43 per sq.ft.**

2. Maximum Order Limitation: **$250,000.00**
3. Minimum Order: **$1000.00**
4. Geographic Coverage (delivery Area): **Domestic Only (includes the 48 contiguous states, Alaska, Cuba, Hawaii, Puerto Rico, Washington, DC and U.S. territories)**
5. Point(s) of Performance:
   SaniGLAZE International, LLC
   4526 Lenox Avenue
   Jacksonville, FL 32205
6. Discount from list prices or statement of net price: **Prices shown are Net Prices; Basic Discounts have been deducted.**
7. Quantity discounts: **None Offered**
8. Prompt payment terms: **1% 15, Net 30 Days**
9a. Government purchase cards are accepted below the micro purchase threshold of $3,000.
9b. Government purchase cards are accepted above the micro-purchase threshold of $3,000.
10. Foreign items: **None**
11a. Time of delivery**: 45-60 Days ARO or as agreed to by the customer.**
11b. Expedited Delivery: **None**
11c. Overnight and 2-day Delivery: **None**
11d. Urgent Requirements: **Contact SaniGLAZE International.**
12. FOB point(s): **Destination**
13a. Ordering address:
   SaniGLAZE International, LLC
   Attn: Michele Yonash
   4526 Lenox Avenue
   Jacksonville, FL 32205
13b. Ordering procedures: **email: michele.y@saniglaze.com or contact Individual Dealers**
14. Payment address:
   SaniGLAZE International, LLC
   Attn: Michele Yonash
   4526 Lenox Ave
   Jacksonville, FL 32205
15. Warranty provision: **Contractor's Standard Commercial Warranty (SCW)**
16. Export packing charges: **Not Applicable**
17. Terms and conditions of Government purchase card acceptance: **Government Purchases Cards are Accepted**
18. Terms and conditions of rental, maintenance, and repair: **Not Applicable**
19. Terms and conditions of installation: **Not Applicable**
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices: **Not Applicable**
20a. Terms and conditions for any other services: **Not Applicable**
21. List of service and distribution points: **Not Applicable**
22. List of participating dealers: **See Below**
23. Preventive maintenance: **Not Applicable**
24a. Special & environmental attributes: **Not Applicable**
24b. Section 508 compliance information: **Not Applicable**
25. Data Universal Number System (DUNS) number: **15-762-8525**
26. Contractor **is registered** in Central Contractor Register (CCR) database
27. CAGE Code: **3HBP8**

SaniGLAZE
TILE & HARD SURFACE RESTORATION

Restoration Service	Description
EnduraGLAZE Process	A multi-step process utilizing proprietary chemicals and compounds that removes embedded contaminants and surface soils from ceramic tile and other hard surfaces, and installs solid opaque, polymer overcoat on top of existing grout lines; and installs a durable, chemical and urine resistant, clear polymer coating over the entire surface.
EnduraGLAZE+ Process	A multi-step process utilizing proprietary chemicals and compounds that removes embedded contaminants and surface soils from ceramic tile and other hard surfaces, and installs solid opaque, polymer overcoat on top of existing grout lines; and installs a durable, chemical and urine resistant, clear Xolite-based coating over the entire surface.
ChromaGLAZE Process	A multi-step process utilizing proprietary chemicals and compounds that removes embedded contaminants and surface soils from ceramic tile and other hard surfaces, and installs a durable, chemical and urine resistant, opaque tinted Xolite-based coating over the entire surface.
ChromaGLAZE+ Process	A multi-step process utilizing proprietary chemicals and compounds that removes embedded contaminants and surface soils from ceramic tile and other hard surfaces, and installs a durable, chemical and urine resistant, opaque tinted Xolite-based coating over the entire surface. A final coat of chemical and urine resistant, clear Xolite-based coating is applied over the entire surface.
VariGLAZE Process	A multi-step process utilizing proprietary chemicals and compounds that removes embedded contaminants and surface soils from ceramic tile and other hard surfaces and installs a durable, chemical and urine resistant, opaque tinted Xolite-based coating over the entire surface with the addition of color chips to enhance the appearance. A final coat of chemical and urine resistant, clear Xolite-based coating is applied over the entire surface.
VariGLAZE+ Process	A multi-step process utilizing proprietary chemicals and compounds that removes embedded contaminants and surface soils from ceramic tile and other hard surfaces, and installs a durable, chemical and urine resistant, opaque tinted Xolite-based coating over the entire surface. Next synthetic chips are spread evenly over the surface while the coating is uncured. After the coating has cured the loose chips are removed and a second coat of chemical and urine resistant, clear Xolite-based coating is applied over the entire tile and grout surface to encapsulate the chips and provide and additional layer of protection. Next a final application of a high-performance urethane-based coating is applied over the entire surface.
VariGLAZE MAX Process	A multi-step process utilizing proprietary chemicals and compounds that removes embedded contaminants and surface soils from ceramic tile and grout surfaces, as well as other surfaces, and installs a durable, chemical and urine resistant, opaque tinted Xolite or epoxy-based coating over the entire surface. Next a full broadcast of synthetic chips is spread evenly over the surface while the coating is uncured. After the coating has cured, the loose chips are removed and an encapsulation coat of chemical and urine resistant, clear epoxy coating is applied over the entire surface. When the encapsulation coat cures, a final coat of a high-performance urethane-based coating is applied over the entire surface.
VariGLAZE MAX+ Process	A multi-step process utilizing proprietary chemicals and compounds that removes embedded contaminants and surface soils from ceramic tile and other hard surfaces, and installs a durable, chemical and urine resistant, opaque tinted Xolite or epoxy-based coating over the entire surface. Next a full broadcast of synthetic chips is spread evenly over the surface while the coating is uncured. After the coating has cured, the loose chips are removed and an encapsulation coat of chemical and urine resistant, clear epoxy coating is applied over the entire surface. When the encapsulation coat cures, a final coat of a high-performance Xolite-based coating is applied over the entire surface.
VariGLAZE MAX Q Process	A multi-step process utilizing proprietary chemicals and compounds that removes embedded contaminants and surface soils from ceramic tile and other hard surfaces, and installs a durable, chemical and urine resistant, opaque tinted Xolite or epoxy-based coating over the entire surface. Next a full broadcast of quartz-based solids is spread evenly over the surface while the coating is uncured. After the coating has cured, the loose solids are removed and an encapsulation coat of chemical and urine resistant, clear epoxy coating is applied over the surface. When the encapsulation coat cures, a final coat of a high-performance urethane-based coating is applied over the entire surface.
VariGLAZE MAX Q+ Process	A multi-step process utilizing proprietary chemicals and compounds that removes embedded contaminants and surface soils from ceramic tile and other hard surfaces, and installs a durable, chemical and urine resistant, opaque tinted Xolite or epoxy-based coating over the entire surface. Next a full broadcast of quartz-based solids is spread evenly over the surface while the coating is uncured. After the coating has cured, the loose solids are removed and an encapsulation coat of chemical and urine resistant, clear epoxy coating is applied over the entire surface. When the encapsulation coat cures, a final coat of a high-performance Xolite-based coating is applied over the entire surface.

Restoration Service	Description
XcelKLEEN Process	A multi-step process utilizing proprietary chemicals and compounds that removes embedded contaminants and surface soils from ceramic tile and other hard surfaces.
GroutGLAZE Process	A multi-step process utilizing proprietary chemicals and compounds that removes embedded contaminants and surface soils from ceramic tile and other hard surfaces, and installs a solid opaque, polymer overcoat on top of existing grout lines.
SurfaceGLAZE Process	A multi-step process utilizing proprietary chemicals and compounds that removes embedded contaminants and surface soils from ceramic tile and other hard surfaces, and installs a durable, chemical and urine resistant, clear polymer coating over the entire surface.
SurfaceGLAZE+ Process	A multi-step process utilizing proprietary chemicals and compounds that removes embedded contaminants and surface soils from ceramic tile and other hard surfaces, and installs a durable, chemical and urine resistant, clear Xolite-based coating over the entire surface.
EverGLAZE	A set of procedures utilizing specialized equipment and chemicals to maintain tile and grout floor surfaces, as well as other hard surfaces, on a periodic basis that have been restored by one of the SaniGLAZE system's restoration processes.
Site Preparation Minor	Pre-restoration process work necessary before commencement of restoration process steps. Examples include removal of floor coatings/caulking/polyurethane, removal and replacement of partitions or work area impediments, and grout sawing in cases where grout depth is insufficient to achieve permanent bonding of glazing compound.
Site Preparation Moderate	Pre-restoration process work necessary before commencement of restoration process steps. Examples include removal of floor coatings/caulking/polyurethane, removal and replacement of partitions or work area impediments, or grout sawing in cases where grout depth is insufficient.
Site Preparation Extensive	Pre-restoration process work necessary before commencement of restoration process steps. Examples include removal of floor coatings/caulking/polyurethane including SilTanium, Adsil, MicroGuard, PermaTect or other coatings, removal and replacement of partitions or work area impediments, or grout sawing in cases where grout depth is insufficient to achieve permanent bonding of glazing compound.
Site Preparation Extreme	Pre-restoration process work necessary before commencement of restoration process steps. Examples include removing carpet, ceramic tile, wood and other floor coverings including old epoxy and resinous floors and coatings, mastic from glue down applications, and other contaminates by mechanical grinding and similar extreme steps prior to application of new coatings and high build flooring systems.
Floor Leveling	The application of a primary high tensile strength coating over subfloors to repair and/or cover holes, defects, cracks, voids, or other imperfections. Eliminates grout lines prior to the application of topcoats. Works as either a self-leveling or trowel down system.
SpeedCOVE	The installation of a durable cove base (joint between wall and floor) material that creates a consistent, uniform, seamless, monolithic appearance from the flooring surface to the wall. This proprietary system creates a superior waterproof bond and is designed specifically for use with resinous floor coatings, cementitious overlays, and micro-toppings. It will not rot, swell or deteriorate, and can withstand extreme temperatures without warping or cracking.
Vapor Barrier	The installation of a protective coating in areas where moisture and vapor may compromise topcoats. Withstands high vapor transmission rate, up to 13 pounds per 1,000 ft² (5.4 kg per 100m²) in 24 hours. Provides a non-permeable vapor barrier.

Participating Dealer	Address	Phone	Fax	States Served
ACS Cleaning Services	PO Box 604 Dublin, GA 31040	(478) 279-0636	(478) 272-6286	GA
Advanced Tile Restoration	3345 Miraloma Ave - Suite 129 Anaheim, CA 92806	(714) 660-4133	(714) 220-0243	CA
Architectural Tile Restoration	135 West 27th Street - 6th Floor New York, NY 10001	(212) 714-1794	(212) 290-0078	NY, NJ, MA
ATR Ventures II, Inc.	6711 Sierra Court - Unit C Dublin, CA 94568	(925) 667-7924	(925) 474-2343	CA
Busy B Floor Care	157 W 7065 S Midvale, UT 84057	(801) 502-0359		UT
Busy B Groundskeeper and Floor Care	791 Sandra Drive Boulder, NV 89005	(702) 330-1300	(702) 522-8381	NV
Complete Floor Care Solutions	7703 Ann Ballard Rd Tampa, FL 33634	(813) 961-1445	(813) 961-5427	FL
Crum Cleaning	3101 Mercier St – Suite 420 Kansas City, MO 64111	(816) 616-6266		MO
Cubix, Inc.	6450 Kingspointe Pkwy - Ste 10 Orlando, FL 32819	(800) 809-4726	(407) 373-7412	FL
Cubix, Inc.	9454 Phillips Hwy - Ste 3 Jacksonville, FL 32256	(904) 524-0519	(407) 373-7412	FL, GA
Customized Cleaning Services, Inc.	PO Box 245 Hastings, MI 49058	(800) 400-8947	(269) 945-2626	MI
GNO Floor and Textile Care	2301 North Causeway Blvd Metairie, LA 70001	(504) 343-2455	(504) 343-2455	LA, MS
Janitronics, Inc.	1988 Central Avenue Albany, NY 12205	(518) 456-8484	(518) 456-6445	NY
Jay Dee, Inc.	7080 W 16th Ave Lakewood, CO 80214	(303) 233-3311	(303) 223-2023	CO
Maintenance & Restoration Services	114 Young Place Dawsonville, GA 30534	(770) 795-0884	(770) 795-0884	GA
MC Corporation	611 Fairbanks St Anchorage, AK 99501	(907) 565-5555	(907) 565-5535	AK
MidAtlantic SaniGLAZE	7522 Connelley Drive - Suite B Hanover, MD 21076	(410) 590-3500	(410) 590-3568	DC, MD, VA
Midwest Floor Restore	1361 Madison Avenue Indianapolis, IN 46225	(317) 636-9316	(317) 636-7404	IN, KY, OH
Pacific Modular, Inc.	2901 SW 153rd Drive - Suite 114 Beaverton, OR 97006	(503) 643-5450	(503) 643-7278	OR, WA
Premium Floor Care & Services	3895 Vantech Drive - Building D, #1 Memphis, TN 38115	(901) 869-9055	(901) 869-9056	TN

Participating Dealer	Address	Phone	Fax	States Served
SaniGLAZE of Virginia	PO Box 6001 Midlothian, VA 23112	(804) 201-3306	(804) 359-1055	VA
S^2 Services	476 Minnehaha Ave W St Paul, MN 55103	(612) 328-0412	(630) 724-0814	MN
SaniGLAZE Miami	3421 SW 18th Terrace Miami, FL 33145	(305) 300-5393	(305) 593-0647	FL
SaniGLAZE New England	235 Salem St - Unit B Woburn, MA 01801	(617) 201-9608	(617) 201-9608	MA
SaniGLAZE of Pittsburgh	120 Cherry Lane North Huntingdon, PA 15642	(724) 771-1155	(856) 547-5535	PA
SaniGLAZE of SO-CAL	8510 Railroad Ave San Diego, CA 92071	(714) 326-4747		CA
SaniJAX, LLC	4503-1 Irvington, Ave Jacksonville, FL 32210	(904) 389-6484	(904) 389-6486	FL, GA
Service Management Group	25 Controls Drive Shelton, CT 06484	(800) 688-1707	(203) 402-0385	CT
Specialty Floor Solutions	1930 Airport Industrial Park Drive - Ste B Marietta, GA 30060	(904) 571-7822	(904) 366-2690	AL, GA, TN
Sterling Services, Inc.	8404 S. Wilmette Avenue, Unit A Darien, IL 60561	(630) 724-0813	(630) 724-0814	IL, MN, WI
Sterling Services of Arizona	4247 S. 36th Place Phoenix, AZ 85040	(480) 561-8263		AZ
Sterling Services of New Mexico	8404 S. Wilmette Avenue, Unit A Darien, IL 60561	(844) 285-5751	(630) 724-0814	NM
Sterling Services of Texas	4150 Bluebonnet Dr. #107 Stafford, TX 77477	(346) 292-0535		TX
Tile Restoration, Inc.	410 White Horse Pike Haddon Heights, NJ 08035	(856) 546-0030	(856) 547-5535	NJ, PA, OH
Tri-State Tile Restoration, Inc.	2 South Poplar Street Wilmington, DE 19801	(800) 220-8193	(302) 654-8678	DE, PA
TRI Solutions, Inc.	712 Summit Ave Kinston, NC 28501	(800) 252-7481	(252) 747-8931	NC, SC

File #: BR-2025-167 Agenda Item #: 6c.

Submitted By: Lafayetta Hodges / SD

Presentation By: Michael Balken

Department: Police

STAFF RECOMMENDATION (Motion Ready):
Adopt Budget Resolution 2025-167 amending the Fiscal Year 2024-25 budget to accept and appropriate a North Florida Institute of Police Technology and Management grant from the State of Florida in the amount of $47,099

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
On June 5, 2025, the Ocala Police Department (OPD) was notified that the Florida Department of Transportation (FDOT) State Safety Office allocated funding in the amount of $47,099 for overtime worked by OPD sworn law enforcement officers for the Florida Bicycle Pedestrian High Visibility Enforcement Initiative.

OPD, via the Institute of Police Technology and Management (IPTM), is to receive a $47,099 subgrant award to be utilized by May 8, 2026. These funds will reimburse overtime expenses for sworn police officers conducting high-visibility education and enforcement in areas with the highest rates of traffic crashes that result in severe and fatal injuries to pedestrians and bicyclists. The goal of the project is to mitigate crashes by increasing awareness of, and compliance with, traffic laws within the City of Ocala.

FINDINGS AND CONCLUSIONS:
Funding will be used to pay for overtime for sworn officers working on high-visibility enforcement operations. OPD will continue its focus on education and awareness of traffic laws and will provide FDOT-approved bicycle lights to those seen in violation.

FISCAL IMPACT:
The city will receive $47,099 in grant funding to support the OPD in this program. No match is required; however, any additional benefit costs shall be absorbed by the city. Funds will be housed in accounts 001-050-857-521-52-14010 and 001-050-857-521-52-21010; MUNIS Contract #250772. All other benefits/residual

funds will be deducted from or charged to the following home accounts: 001-018-830-521-52-21010, 001-018-830-521-52-22029, 001-018-830-521-52-23010, and 001-018-830-521-52-24010.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The Agreement has been reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Adopt with Changes
- Table
- Deny

BUDGET RESOLUTION 2025-167

A RESOLUTION AMENDING THE FISCAL YEAR 2024-25 BUDGET TO ACCEPT AND APPROPRIATE A NORTH FLORIDA INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT GRANT FROM THE STATE OF FLORIDA IN THE AMOUNT OF $47,099

WHEREAS, the Ocala Police Department recognizes that the community has experienced unnecessary injuries and fatalities related to pedestrians and bicyclists using or crossing Ocala's many roadways; and

WHEREAS, on June 5, 2025, the Ocala Police Department was awarded a grant through the Florida Department of Transportation, effective upon execution through May 8, 2026; and

WHEREAS, the University of North Florida Institute of Police Technology and Management has awarded $47,099 for reimbursement of overtime expenses incurred by sworn police officers conducting high-visibility enforcement and education.

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2024-25 budget be amended as outlined below to appropriate $47,099.

SOURCE:

001-334-000-000-09-33164	General Fund- FDOT Safety Grants	$47,099

USE:

001-050-857-521-52-14010	Salaries-Overtime	$43,699
001-050-857-521-52-21010	FICA Taxes	$ 3,400
TOTAL		**$47,099**

This resolution adopted this _____ day of _____, 2025.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Kristen M. Dreyer
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

Docusign Envelope ID: 0B2949A6-F716-4484-A2B9-E146119707D6

Institute of Police Technology and Management

University of North Florida
12000 Alumni Drive | Jacksonville, Florida 32224
Phone: (904) 620-4786 | Fax: (904) 620-2453
www.iptm.org

July 1, 2025

Mr. Chris Craig
Traffic Safety Administrator
Florida Department of Transportation
605 Suwannee Street, MS 53
Tallahassee, Florida 32399

RE: Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program
Project Number: 433144-1-8404
Contract Number: G3E95

Dear Mr. Craig,

We are requesting subcontract approval under the aforementioned subgrant agreement. The request is for approval of a contractual services agreement between IPTM and City of Ocala in the amount of $47,098.55. Under the contract, Ocala Police Department will conduct overtime high visibility education and enforcement operations through May 8, 2026.

I appreciate your consideration of this request.

Sincerely,

Angel Williams
Coordinator

Attachment

Docusign Envelope ID: 0B2949A6-F716-4484-A2B9-E146119707D6

Letter of Agreement and Contract

In this contract between the City of Ocala ("Vendor") and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), a direct support organization of the University of North Florida ("University"), the Vendor shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 8, 2026.

Total contract amount will not exceed $47,098.55

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project # 433144-1-8404, FDOT Contract # G3E95. All services must be completed by May 8, 2026. The final invoice must be received by June 5, 2026 or payment will be forfeited.

It is expressly understood that the Vendor is an independent contractor, and not an agent of the FDOT or the University of North Florida. The FDOT and the University's ("State Agencies" or individually "State Agency") respective total liability in negligence or indemnity for acts of its employees or officers shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. The FDOT, the University, and the Vendor shall each be responsible for its own attorney fees in the event of a dispute.

To the fullest extent permitted by law, the vendor shall indemnify and hold harmless IPTM and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and IPTM's sovereign immunity.

Vendor is a subdivision, as defined in Section 768.28, Florida Statutes, and Vendor agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for the negligent or wrongful acts or omission of any employee of the Vendor while the employee is acting within the course and scope of the employee's employment, and for any damages proximately caused by said acts or omissions or torts.

Nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract. No State Agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by the FDOT, the University, and the Vendor of any rights or limits to liability existing under Section 768.28, Florida Statutes.

In accordance with the contract, the Vendor is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

This is a cost reimbursable contract. To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made and documentation provided to support that the cost is distributed in a reasonable and consistent manner across all benefiting projects.

CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

Docusign Envelope ID: 0B2949A6-F716-4484-A2B9-E146119707D6

EXHIBIT "A"

SCOPE OF SERVICES
PEDESTRIAN AND BICYCLE SAFETY
HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN

I. OBJECTIVE:

The Florida Department of Transportation ("FDOT"), through a subgrant with University of North Florida ("University"), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

II. PURPOSE:

In 2023, 3,375 people lost their lives in traffic crashes on Florida's roadways. More than 23% of them were pedestrians (791) and more than 6% were bicyclists (234).

The **Purpose** of this funding opportunity is to develop and implement effective community level High Visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project **Goal** is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

Pedestrians and bicyclists are more vulnerable than all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

III. IPTM RESPONSIBILITIES:

IPTM will provide the required training/training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Vendor for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media may be requested by the Vendor but are subject to availability. IPTM reserves the right to review and audit the Vendor's compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Vendor will be unable to properly utilize the full funding amount as outlined herein.

IV. VENDOR SERVICES AND RESPONSIBILITIES:

Vendor will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Vendor will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by

Docusign Envelope ID: 0B2949A6-F716-4484-A2B9-E146119707D6

the Vendor's policies and procedures and must comply with Florida law. These operations are designed to reach more than just the individuals who are stopped or contacted, they should also be highly visible to anyone driving, walking, or biking in the area in a way that associates the enforcement activity with the safety awareness campaign. The Vendor shall record all detail activity that documents the education and enforcement outputs for each detail conducted during the contract period using the provided online platform.

To be reimbursable, activities conducted by the Vendor must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 60 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible unless explicitly approved in writing by IPTM).
- Operations must be highly visible to anyone driving, walking, or biking in the area. It is strongly suggested that operations include a combination of high visibility elements with a coordinated media awareness campaign similar to those used in sobriety checkpoints or other enforcement mobilizations.
- Funds may not to be used to supplant the Vendor's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Vendor will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT and outlined in Exhibit C of this agreement.
- Vendor will not be reimbursed for education and enforcement details that take place outside of the day(s) and times of day pre-approved by the FDOT and outlined in Exhibit C of this agreement (each detail location may have different pre-approved days and times of day).

Minimum Level of Service

Vendor shall conduct highly visible education and enforcement operations at each of the identified locations outlined in Exhibit C of this agreement, prioritizing efforts towards higher ranked (Tier 1) locations.

☒Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 8, 2026. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2026 through May 8, 2026.

☐Only Tier 2 locations shall be worked from contract execution through May 8, 2026.

A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.

Vendor performance will be evaluated based on their prioritization of enforcement details to areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists and on the visibility of the mobilization.

- Vendor will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details aimed at reducing traffic crashes resulting in serious or fatal injuries to pedestrians or bicyclists, or attendance at required training outside of the training requirement listed within this contractual service agreement.
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift

Docusign Envelope ID: 0B2949A6-F716-4484-A2B9-E146119707D6

that causes the hours to exceed this limit. **Extenuating circumstances must be documented in the activity report.** There is no pay period limit.

- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices."* To remain eligible, officer "refresher training" is required for any officer who completed the four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* **prior to June 30, 2024.** The refresher training class titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review"* is not a substitute for the 4-hour classroom course for initial eligibility into this program.

- Vendor may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* or the two (2) hour online refresher training course titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review".* For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.

- Public awareness is a key element of the high visibility enforcement model. The Vendor is strongly encouraged to distribute a minimum of two (2) media releases during the contract period. The first media release announcing that operations are beginning should be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second media release should include a reminder that details are ongoing. This second media release should be distributed approximately halfway through the contract period. Additional media engagement is also encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement should be provided within 30 days of the press release or news report.

- The Vendor shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Vendor free of charge for this purpose.

- Vendor may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM or through the provided online platform along with the detail report for the period in which the lights were distributed.

- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

HIGH VISIBILITY ENFORCEMENT (HVE)

All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this contractual service agreement.

High Visibility Enforcement is defined as:

Intense:	Enforcement activities are over and above what normally takes place.
Frequent:	Enforcement occurs often enough to create general deterrence.
Visible:	A majority of the public sees or hears about the enforcement.
Strategic:	Enforcement targets high-risk locations during high-risk times.

Docusign Envelope ID: 0B2949A6-F716-4484-A2B9-E146119707D6

APPROVED PERSONNEL LIST

Prior to commencing the services outlined under this contract, Vendor must submit a list of personnel authorized to participate in overtime details under this agreement through the provided online platform. The name and fully loaded hourly overtime rates to be used for each officer must be submitted. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as needed to add officers and update overtime pay rates.

METHOD OF COMPENSATION/PAYMENT SCHEDULE

Invoices must be submitted at least monthly (every 30 days), beginning within 90 days of the contract execution date. Invoices must contain the following:

- **Invoice** to include summary of hours charged and total due.

- **Payroll documentation:** Vendor must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Vendor for an amount up to the total costs incurred for the overtime worked; therefore, Vendor must include either a pay stub or payroll ledger documenting payment to each officer for which reimbursement is requested. It is the responsibility of the Vendor to redact any personally identifiable information such as Social Security numbers prior to submission.

  The overtime pay rate for personnel shall be based on the actual cost per employee in accordance with the agency's payroll policy. Each agency shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the agency, as required by 2 CFR 200.403(c). Additional hours may be called overtime, call-out, off duty, extra, additional, etc.

  As part of the "fully burdened" overtime costs, the agency can be reimbursed for the additional benefit costs paid on the overtime worked. These benefit costs must be additional costs incurred specifically as a result of the overtime being reimbursed. These benefits may include associated portions of FICA (Social Security and Medicare), Worker's Compensation, Retirement benefits, and fixed shift differential costs. Prorated portions of leave accrual, health/life insurance, uniform allowance, vehicle usage, salary incentive, and other standard benefits cannot be reimbursed as they are not additional costs incurred specifically as a result of the overtime worked.

- **Detail Activity:** Vendor shall record detail activity that documents the education and enforcement outputs for each detail conducted through the provided online platform. The activity will document that each detail conducted meets the minimum level of service as outlined in this agreement and show the officers assigned, date, days and/or times, location, contacts made, number of materials distributed, and the numbers of educational contacts, warnings and citations issued to motorists, pedestrians, and bicyclists for each statute. Detail Activity submissions shall be consistent with the corresponding invoices and payroll documentation.

All invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to ped.bike.safety@iptm.org.

All requests for reimbursement shall be signed by an Authorized Representative of the Vendor, or their delegate.

The University has 40-days to review and process invoices for services. This process begins on the date the Vendor invoice is received, inspected, and approved. Invoices may be returned if not completed properly. If a payment is not available within 40 days from the University approval, a separate interest

Docusign Envelope ID: 0B2949A6-F716-4484-A2B9-E146119707D6

penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar will not be enforced unless the Vendor requests payment. Invoices that have to be returned to a Vendor because of Vendor preparation errors will result in a delay in the payment and is not subject to the interest penalty. The Vendor payment requirements do not start until a properly completed financial reimbursement request is provided to the University.

FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of services provided. If the University determines that the performance of the Vendor does not comply with the contract requirements, the University shall notify the Vendor of the deficiency to be corrected, and the correction shall be made within a timeframe to be specified by the University. If the deficiency is subsequently resolved, the University agrees to pay the invoice(s) for the unpaid amount(s) during the next billing period. If the Vendor is unable to resolve the deficiency, the funds shall be forfeited at the end of this contractual service agreement.

PRE-APPROVED HVE LOCATIONS

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Vendor may not be reimbursed for efforts conducted at locations that have not been pre-approved, that take place prior to the date of the approval of this agreement, or that do not comply with the minimum level of service as outlined in this agreement.

Maximum number of officers permitted at pre-approved locations:

- 0.5 mile or less - 3 officers permitted
- 0.51 miles to 0.75 miles – 5 officers permitted
- 0.76 miles or more – 8 officers permitted

The Vendor will not be eligible for reimbursement for officers that exceed the maximum number permitted.

Each pre-approved location will have clearly defined boundaries; day(s) and times of day in which the overtime details can be worked and will be outlined in Exhibit C.

REQUESTS FOR ADDITIONAL FUNDING

The Vendor may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Vendor has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and record of detail activity submissions
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 80% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Vendor's jurisdiction support the increased funding amount

Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Vendor, and IPTM.

Requests for increased funding must be submitted to IPTM and received on or before February 27, 2026.

Docusign Envelope ID: 0B2949A6-F716-4484-A2B9-E146119707D6

NON-DISCRIMINATION AND ETHICAL STANDARDS

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx

CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for "agency of the year award" consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

CONSEQUENCES FOR NON-PERFORMANCE

If the Vendor is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

Docusign Envelope ID: 0B2949A6-F716-4484-A2B9-E146119707D6

EXHIBIT "B"

EFFORT SUMMARY

FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INTITIATIVE
HIGH VISIBILITY ENFORCEMENT CAMPAIGN

QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES

- A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.
- Detail Activity Reports shall be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms shall be submitted for each bicycle light kit distributed.
- Invoices shall be submitted for each month or payroll period in which overtime details were performed beginning the month following contract execution.

PERFORMANCE MEASURES

Proof of performance documentation shall be submitted. This includes, but is not limited to, the following:

- Detail Activity Submissions
- Proof of media engagements
- Proof of overtime hours worked

BUDGET/COST ANALYSIS

- The name and fully loaded hourly overtime rates to be used for each officer must be submitted.
- The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime.
- Only hours from officers listed and shown on the authorized personnel list are eligible for reimbursement under this agreement.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible unless explicitly approved in writing by IPTM).
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.).
- Only maximum number of officers permitted at pre-approved locations are eligible for reimbursement under this agreement.
- Payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid.
- ☒Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 8, 2026. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2026 through May 8, 2026.
  ☐Only Tier 2 locations shall be worked from contract execution through May 8, 2026.
- Payment shall be made only after receipt and approval of services provided.

Total contract amount not to exceed: $47,098.55

Docusign Envelope ID: 0B2949A6-F716-4484-A2B9-E146119707D6

EXHIBIT "C"

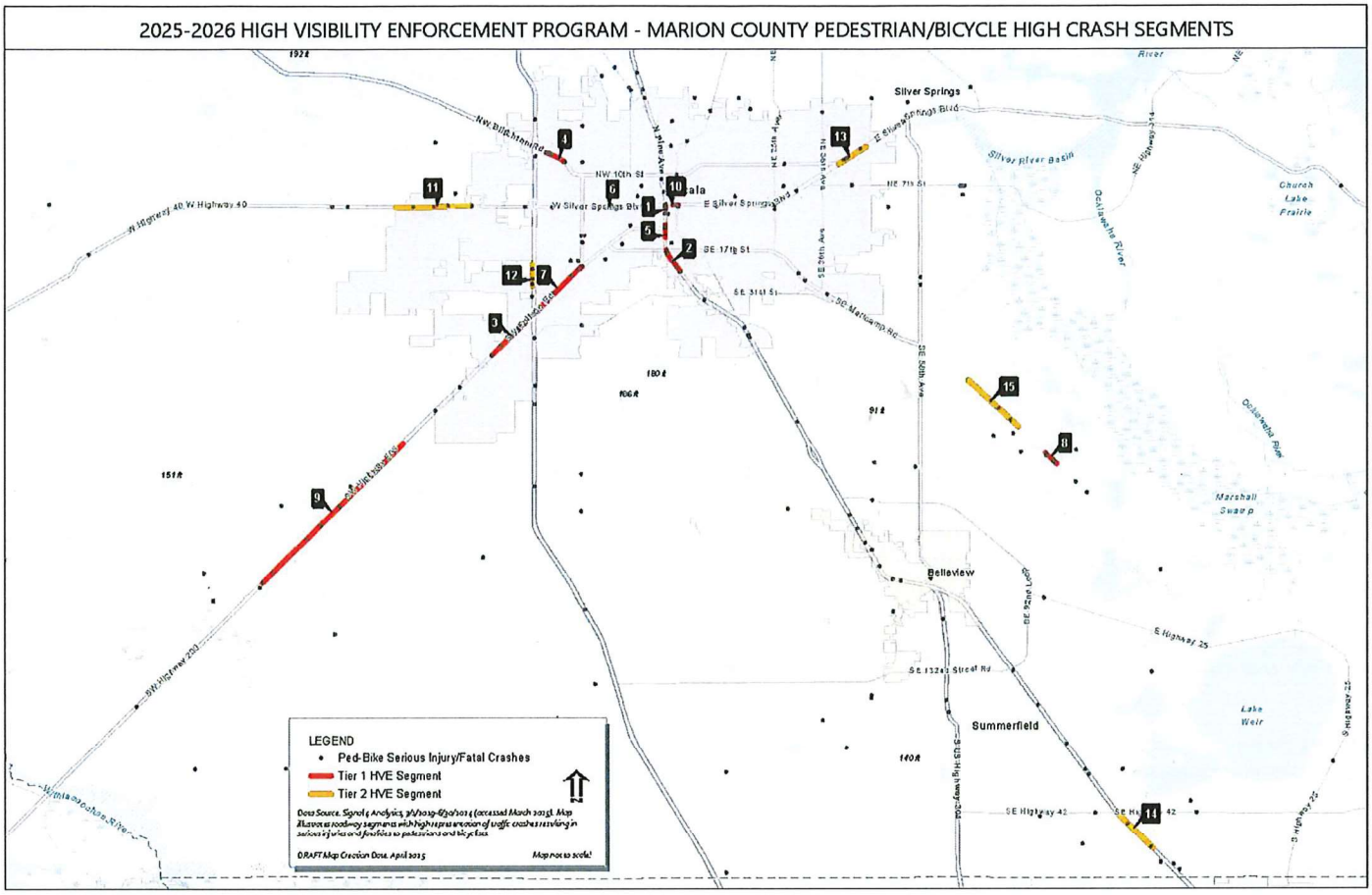
Locations for Ocala Police Department
Florida's Pedestrian and Bicycle Focused Initiative
High Visibility Enforcement Campaign

Rank	Roadway Name	From	To	Length (miles)	Tier	Time Range		Day of the Week
						From	To	
1	S PINE AVENUE	SW FT KING STREET	W SILVER SPRINGS BLVD	0.11	1	400	2300	WEDNESDAY, THURSDAY, FRIDAY
2	S PINE AVENUE	SE 1ST AVENUE	SW 17TH STREET	0.57	1	500	1900	MONDAY, TUESDAY, FRIDAY, SUNDAY
3	SR-200/SW COLLEGE ROAD	SW 48TH AVENUE	SW 38TH COURT	1.09	1	2400	2300	MONDAY, FRIDAY, SUNDAY
4	US-27/ NW BLITCHTON ROAD	NW 35TH AVENUE	NW OLD BLITCHTON ROAD	0.42	1	1600	2100	MONDAY, TUESDAY, FRIDAY, SATURDAY, SUNDAY
5	SE PINE AVENUE	SW 13TH STREET	SW 8TH STREET	0.30	1	1400	2300	MONDAY, WEDNESDAY, FRIDAY
6	W SILVER SPRINGS BLVD	SW 21ST AVENUE	SW 19TH AVENUE	0.24	1	1300	2400	MONDAY, THURSDAY, FRIDAY
7	SR- 200/SW COLLEGE ROAD	I-75	SW 27TH AVENUE	1.44	1	800	2200	MONDAY, TUESDAY, WEDNESDAY
10	SILVER SPRINGS BLVD	NW 1ST AVENUE	NE 1ST AVENUE	0.11	1	1800	200	THURSDAY, SATURDAY
11	HIGHWAY 40	SW 67TH AVENUE ROAD	NW 52ND AVENUE	1.55	2	800	200	MONDAY, THURSDAY, SATURDAY, SUNDAY
12	SW 38TH AVENUE	SW 28TH PLACE	SW 22ND STREET	0.49	2	500	2300	MONDAY, THURSDAY, FRIDAY
13	E SILVER SPRINGS BLVD	NE 14TH STREET	NE 46TH AVENUE	0.69	2	400	1700	TUESDAY, FRIDAY

Data Source: Signal 4 Analytics 7/1/2019-6/30/2024 (downloaded March 2025). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.

Docusign Envelope ID: 0B2949A6-F716-4484-A2B9-E146119707D6

EXHIBIT "C"



Docusign Envelope ID: 0B2949A6-F716-4484-A2B9-E146119707D6

Letter of Agreement and Contract

Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

University of North Florida Training and Services Institute, Inc.
d/b/a Institute of Police Technology and Management

George Androuin, Assistant Vice President — Date

Cameron Pucci, Director — Date

VENDOR ACKNOWLEDGEMENT: By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Vendor.

Vendor Name: City of Ocala

Address: 110 SE Watula Avenue, Ocala, FL 34471

Vendor's Authorized Agent Signature — Date

Pete Lee — Printed Name

City Manager — Title

DocuSigned by:
Chris Craig
B67DFADA5D7C4E4...
07/09/2025 | 12:28 PM EDT

FDOT APPROVAL

Docusign Envelope ID: 0B2949A6-F716-4484-A2B9-E146119707D6

Exhibit "D"

FY2025 - Subcontract Agreement Required Federal Clauses, Per Part V

i. The parties to this subcontract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # 433144-1-8404, FDOT Contract # G3E95. A final invoice must be received by June 5, 2026 or payment will be forfeited.

ii. **Buy America Act.** The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

iii. **Certification Regarding Federal Lobbying.** The subcontractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

iv. **Cooperation with the Inspector General.** It is the duty of every subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S.

v. **DBE Assurance**. The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

Docusign Envelope ID: 0B2949A6-F716-4484-A2B9-E146119707D6

vi. **E-Verify**. Any subcontractors performing work or providing services pursuant to the subgrant agreement are required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

vii. **Nondiscrimination**. During the performance of this subcontract, the Subcontractor agrees:

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time

2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein

3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, or NHTSA

4. That, in the event a Subcontractor fails to comply with any nondiscrimination provisions in this subgrant, the Subrecipient will have the right to impose such subgrant sanctions as it or NHTSA determines are appropriate, including but not limited to withholding payments to the Subcontractor under the contract/agreement until the Subcontractor complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part.

viii. **Clean Air Act and Federal Water Pollution Control Act**. Subcontracts for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

ix. **Integrity Certification**. The Subcontractor certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subcontractor shall provide to the Department immediate written notice if at any time the Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

x. **Contract Work Hours and Safety Standards Act**. All subcontracts in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

xi. **Indemnification and Insurance**. To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subcontractor shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from

Docusign Envelope ID: 0B2949A6-F716-4484-A2B9-E146119707D6

liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

xii. **Policy on Banning Text Messaging While Driving Act**. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subcontractors are encouraged to:

Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government.

Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.

Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

xiii. **Human Trafficking**. The Subcontractor agrees that it and its employees that perform any work on the subcontract shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the subcontract.

xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** The Subcontractor agrees to take the following affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus are used when possible:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

xv. **Termination for Convenience**. In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

NEW GRANT SET-UP FORM

Departments that have received a grant award must complete this form and submit it to the Grants Coordinator, along with a copy of the fully executed grant agreement, PRIOR to incurring any grant related expenses. Funds will become available for spending after revenue and expenditure codes are established by Office of Budget and Finance and a budget resolution has been adopted by the City Council.

1. DEPARTMENT (Grant Applicant/Contact Person)

Name: LaFayetta Hodges
Title: Grants Coordinator
Phone: 352-369-7085
Fax No.: lhodges@ocalapd.gov

2. GRANT DATA

Grant Title: Bicycle Pedestrian
Funding Agency: IPTM
Grant Award Date: Jun 11, 2025
Period of Performance: 7/1/25-6/30/~~25~~ 26

3. FINANCIAL DATA

Amount of Grant Award: 47,099
Amount of Matching Funds: 0
Amount of in-kind (specify source): 0
Total project amount: 47,099
Amount of Future Financial Obligations/Commitments: $2000 for other benefits not incorporated into the grant

5. STAFFING REQUIREMENTS

Anticipated Salary Costs:
Anticipated Overtime Costs: 43,699
Anticipated Benefit Costs: 3,400
Will fund existing or new employees? 0

6. BRIEF DESCRIPTION OF PURPOSE OF THE GRANT:
the University of North Florida Institute of Police Technology and Management has awarded $47099 for reimbursement of overtime expenses incurred by sworn officers conducting high visibility enforcement and education

7. COUNCIL APPROVAL

Has the budget resolution and contract been approved by City Council? Yes ☐ No ☉

If yes, please provide the meeting date(s) of approval.

If no, please provide the anticipated meeting date items will be presented to City Council. Jul 1, 2025

REQUIRED SIGNATURES

LaFayetta Hodges — Grant Project Manager — Jun 11, 2025 — Date

[signature] — Department Director — 06/12/25 — Date

Cathy Lawson — Grants Coordinator — 6-20-25 — Date

OFFICE OF BUDGET & FINANCE USE ONLY Munis # 250772

Assigned Expenditure Code: 001-050-857
Assigned Revenue Code: 001-334-000-000-09-35164
Date Department Notified of Appropriate Account Code: 6-20-25

Appendix B

File #: 2025-1694 Agenda Item #: 6d.

Submitted By: Matthew Grow

Presentation By: Michael Baker

Department: Aviation

STAFF RECOMMENDATION (Motion Ready):
Approve a one-year renewal of the contract for continuing professional general aviation engineering services with McFarland Johnson, Inc

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
NA

BACKGROUND:
On February 17, 2022, the City issued Request for Proposals (RFP) No. AIR/220118 for continuing general aviation engineering services. Of the eight firms that responded, Infrastructure Consulting & Engineering, PLLC, and McFarland Johnson, Inc., were found to be the highest ranked. Each firm was subsequently awarded three-year contracts.

This renewal is for McFarland Johnson, Inc.

FINDINGS AND CONCLUSIONS:
The Federal Aviation Administration (FAA) requires competent and qualified firms for its grant-funded projects. McFarland Johnson, Inc. has extensive experience in airport planning and development. Engineering fees for each project are negotiated on a per-project basis using task work orders, and for FAA-funded projects, undergo independent fee reviews. The original continuing contract was for three years, with this renewal being the first of two available one-year renewals.

Since the original contract, McFarland Johnson has completed or is in the process of completing the following task work orders: Airport and Stormwater Master Plans, FS333 Code integration, Design of Concrete Pads, Design of T-hangar rehabilitation, and several independent fee analysis reviews. McFarland Johnson has performed well during the original contract term, and staff recommends approval for the next renewal year.

FISCAL IMPACT:
All services will be approved using task work orders with negotiated scopes and approved proposals. Staff hours and appropriate staff classifications will be negotiated for each task during an assigned project. The department head and City Manager must sign all final task work orders. Any task work order exceeding $50,000 in cost must be calendared for a City Council agenda for final approval. No services will be approved without budgeted allocations.

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

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

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

FIRST AMENDMENT TO AGREEMENT FOR CONTINUING GENERAL AVIATION ENGINEERING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR CONTINUING GENERAL AVIATION ENGINEERING SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **MCFARLAND JOHNSON, INC.,** a for-profit corporation duly organized in the state of New York and authorized to do business in the state of Florida (EIN: 16-0770183) ("Consultant").

WHEREAS, on September 14, 2022, City and McFarland Johnson, Inc. entered into an Agreement for Continuing General Aviation Engineering Services, (the "Original Agreement") City of Ocala Contract Number: AIR/220118 for a term of three (3) years from July 20, 2022, through July 19, 2025; and

WHEREAS, City and Consultant now desire to extend the Original Agreement for the first of three (3) available one-year renewals.

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

1. **RECITALS**. City and Consultant hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Consultant is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one (1) year term beginning on **JULY 20, 2025,** and terminating **JULY 19, 2026.** Thereafter, this Agreement may be renewed for **TWO (2)** optional **ONE (1) YEAR** periods by written consent between City and Consultant.
4. **COMPENSATION.** City shall compensate the Consultant an amount not to exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000)** (the "Maximum Limiting Amount") during the Initial Term, inclusive of any and all direct costs, indirect costs, and reimbursable expenses, in accordance with the pricing reflected in the Original Agreement. The maximum limiting amount established under this Agreement shall not be exceeded without the City's express written approval verified by amendment or Task Work Order to this Agreement.
5. **NOTICES.** All notices required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and followed with delivery of a hard copy. All notices shall be addressed to the respective parties as follows:

If to Consultant:	McFarland Johnson, Inc. Attention: James M. Festa, CEO 49 Court Street, Suite 240 Binghamton, New York 13901 Phone: 607-723-9421 E-mail: jfesta@mjinc.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Consultant, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
8. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

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

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

CITY OF OCALA

_____
Kristen Dreyer
City Council President

MCFARLAND JOHNSON, INC.

_____

By: _____
(Printed Name)

Title: _____
(Title)

AGREEMENT FOR CONTINUING GENERAL AVIATION ENGINEERING SERVICES

THIS AGREEMENT FOR CONTINUING GENERAL AVIATION ENGINEERING SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **MCFARLAND JOHNSON, INC.**, a for-profit corporation duly organized in the state of New York and authorized to do business in the state of Florida (EIN# 16-0770183) ("McFarland") or ("Consultant").

R E C I T A L S :

WHEREAS, on February 17, 2022, City issued a Request for Proposals ("RFP") from qualified engineering firms for the provision of continuing general aviation engineering services, RFP No.: ELE/220118 (the "Solicitation"); and

WHEREAS, eight (8) firms responded to the Solicitation and, after consideration of the evaluation factors set forth in the Solicitation, McFarland Johnson, Inc. and Infrastructure Consulting & Engineering, PLLC, were found to be the highest ranked proposals and selected as finalists in the solicitation process; and

WHEREAS, McFarland Johnson, Inc., was selected as the awardee to provide continuing general aviation engineering services (the "Services"); and

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

T E R M S O F A G R E E M E N T :

1. **RECITALS**. City and Consultant hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Consultant shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the proposal submitted by Consultant in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement, if any. Each of these documents are incorporated herein by reference for all purposes.

   If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76332

A. **Exhibits to Agreement**. The Exhibits to this Agreement are as follows:

Exhibit A: Scope of Work (A-1 through A-5)

Exhibit B: Submitted Proposal (B-1 through B-92)

Exhibit C: Loaded Hourly Rates (C-1 through C-2)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A; then (2) Exhibit B; then (3) Exhibit C.

3. **SCOPE OF SERVICES/TASKS.** Consultant shall provide full-service aviation planning and design services, construction management services and inspection of airport development projects more specifically described in **Exhibit A – Scope of Work** and the Contract Documents on an as needed basis and shall include, but be not limited to, those services authorized by individual Task Work Orders for individual related projects (the "Projects"). City and Consultant acknowledge that the Scope of Work may not delineate every detail and minor work task required to be performed by Consultant to complete the individual Projects. If during the course of performance of the services included in this Agreement Consultant determines that work should be performed to complete the Project which is in the Consultant's opinion outside of the level of effort originally anticipated, Consultant shall notify the City Project Manager and obtain written approval by the City Project Manager in a timely manner before proceeding with the work. If Consultant proceeds with said work without notifying the City Project Manager and obtaining written approval, said work shall be deemed to have been performed within the original level of effort. Notice to the City Project Manager does not constitute authorization or approval by City to perform the work. Performance of work by Consultant outside of the originally anticipated level of effort without prior written approval of City is done at Consultant's sole risk.

   A. **Task Work Orders.** Task Work Orders shall be jointly prepared by City and Consultant and shall define the detailed scope of services to be provided for the particular Project. Each Task Work Order shall be separately numbered and approved in accordance with this Agreement and the City's Procurement Policy. The Scope of Work and Task Work Orders issued under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Consultant for professional engineering services for amounts approved on negotiated Task Work Orders in accordance with the Fee Schedule set forth in **Exhibit C – Loaded Hourly Rates**. Subcontractor fees will be

negotiated at the time a Task Work Order is initiated for a project using current published rates. The City reserves the right not to use any subcontractor on a project. Payments will be made based on a percentage of project completion by task. Completed tasks must be approved and agreed upon by the designated City of Ocala Project Manager before payment will be made. The final reports and deliverables must be approved and agreed upon by the designated City of Ocala Project Manager before final payment will be made.

A. **Prompt Payment.** Monthly actual payment reporting requirements for prime contractors and consultants are based on prompt payment rules and laws. The same holds true for return of retainage after the subcontractor has completed its work, not when the overall project is finished. Florida law requires timely payment for both construction and non-construction services. Generally, invoices for construction contracts must be paid within **TWENTY-FIVE (25) DAYS** of receipt. Invoices for consultant contracts are payable per the terms of this Agreement, but shall not exceed federal regulations as set forth in ***49 CFR 26.29*** requiring payment of all subcontractors for satisfactory performance within **THIRTY (30) DAYS** of payment to the Prime.

B. **Invoice Submission**. Consultant shall invoice City for all work completed. Invoices must be reviewed and agreed upon by the City of Ocala Project Manager. Review and approval shall not be unreasonably withheld, conditioned, or delayed. All invoices, reports, and other documentation submitted by Consultant shall include the City Contract Number, date, and an assigned Invoice Number. Invoices, reports, and other documentation shall be submitted to the City Project Manager at: **Ocala International Airport**; Attn: **Matt Grow, 1770 SW 60th Avenue, Suite 600, Ocala, Florida 34474**; E-Mail: **mgrow@ocalafl.org.**

5. **TERM.** The term of this Agreement shall commence on **JULY 20, 2022** and shall end on **JULY 19, 2025**. This Agreement may be renewed for no more than three (3), one-year (1-year) renewal terms upon the mutual written consent of both parties, unless terminated by either party pursuant to the terms of this Agreement.
6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76332 (6332.)

the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Consultant performance shall be extended for a number of days equal to the duration of the force majeure. Consultant shall be entitled to an extension of time only and, in no event, shall Consultant be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays

7. **TERMINATION**. This Agreement may be terminated by either party for cause upon City or Consultant providing written notice to the defaulting party not less than **THIRTY (30) DAYS** prior to the date of termination in the manner specified for the giving of Notices herein. Any such termination shall not affect the rights or obligations accruing to either party under any previously issued and approved Task Work Order.

   A. **City's Remedies Upon Consultant Default**. In the event of Consultant default under this Agreement City shall have the right, at City's option, to pursue any and all remedies available at law or equity, including, without limitation, the right to: (1) terminate this Agreement without further notice; (2) hire another consultant to complete the required work in accordance with the needs of City; (3) recover from Consultant all damages, costs, and attorneys' fees arising from Consultant's default prior to termination; and (4) recover from Consultant any actual excess costs by: (i) deduction from any unpaid balances owed to Consultant; or (ii) any other remedy as provided by law.

8. **STANDARD OF CARE.** Consultant represents and warrants that it has the personnel and experience necessary to perform the Services in a professional and workmanlike manner. Consultant shall render Services consistent with the same degree of care, skill, and diligence exercised by professionals of like experience, knowledge, and resources under similar circumstances at the locale of the Project. Consultant shall re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirements of this Agreement at no additional cost to City. Consultant's standard

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76932.)

of care shall not be altered by the application, interpretation, or construction of any other provision of the Agreement.

9. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Consultant's performance. Any such evaluation will become public record.
10. **CONTRACT FULFILLMENT.** Consultants who enter into any agreement with the City of Ocala and fail to complete the contract term, for any reason, may be subject to future bidding suspension for one (1) year, and up to a possible three (3) year bid debarment for serious contract failures.
11. **COMMERCIAL AUTO LIABILITY INSURANCE.** Consultant shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Consultant with a combined limit of not less than One Million Dollars ($1,000,000) for bodily injury and property damage for each accident. Consultant's commercial automobile liability insurance policy must name, as additional insureds, the City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers.
12. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Consultant shall procure and maintain, for the life of this Agreement, commercial general liability insurance with combined single limits of not less than One Million Dollars ($1,000,000) per occurrence. The only aggregate limit acceptable is "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501 or equal).

    A. If the Commercial General Liability form is used:
        (1) Coverage A- shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
        (2) Coverage B - shall include personal injury.
        (3) Coverage C - medical payments, is not required
    B. If the Comprehensive General Liability form is used, it shall include at least:
        (1) Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, and property damage resulting from explosion, collapse or underground (XCU) exposures.

13. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE.** Consultant shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance for in amounts required by Florida law and employer's liability insurance with limits of at least $1,000,000 each accident and $1,000,000 policy limit for disease, and shall be responsible for ensuring that any subcontractor has statutory coverage. City

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76932 (6932.)

need not be named as an Additional Insured, but a subrogation waiver endorsement is required.

14. **PROFESSIONAL LIABILITY INSURANCE/ERRORS AND OMISSIONS COVERAGE.** Consultant shall procure and maintain professional liability insurance with an occurrence limit of not less than $1,000,000, exclusive of defense costs. Consultant shall be required to provide continuing professional liability insurance to cover each project for a period of **FIVE (5) YEARS** after project completion. It is recognized that this type of insurance is only available on a claims-made basis and Additional Insured endorsements are not available.

15. **MISCELLANEOUS INSURANCE PROVISIONS**.

A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Consultant. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Consultant's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Consultant. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided**. Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.

B. Deductibles. Consultant is responsible for paying any and all deductibles or self-insured retention. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld.

C. Certificates of Insurance. Consultant shall provide Certificates of Insurance, accompanied by copies of all endorsements required by this section, that are issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala, 110 SE Watula Avenue, Ocala, FL 34471" as an additional insured and certificate holder for General Liability and Commercial Automobile Liability insurance. Original and renewal certificates must be forwarded to the **City of Ocala Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail:** **vendors@ocalafl.org** prior to the policy expiration.

D. Failure to Maintain Coverage. In the event Consultant fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76332.)

effect any insurance coverage required to be obtained by Consultant under this Agreement, Consultant shall be considered to be in default of this Agreement.

E. Severability of Interests. Consultant shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

16. **PUBLIC RECORDS.** The Consultant shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Consultant shall:

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

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76332 (6332.)

RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

16. **AUDIT.** Consultant agrees to maintain such financial and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. Consultant shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
17. **PUBLICITY.** Consultant shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
18. **PUBLIC ENTITY CRIMES.** As provided in Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.
19. **DISADVANTAGED BUSINESS ENTERPRISE (DBE):** The City of Ocala adopts FDOT's goal of 10.65% as a race-neutral DBE goal. This means the City's goal is to spend at least 10.65% of expenditures with certified DBE's as prime firms, or as subcontractors/subconsultants. Race-neutrality means the City hopes the overall goal can be achieved through the normal competitive procurement process without using DBE required goals. FDOT funded projects have an overall DBE goal of 10.65%. For projects specifically for the Ocala International Airport, the DBE goal is 12%. Although not a requirement, the City believes this DBE percentage can realistically be achieved on projects through use of DBE prime and DBE subcontractors performing services anticipated on projects. Prime contractors or consultants may be requested to submit a DBE Utilization form indicating their firm's proposed use of DBE subcontractors. Prime construction contractors for FDOT-funded projects are required to visit

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76332

http://www.fdot.gov/equalopportunity/eoc.shtm to register and submit their DBE commitments online.

20. **DRUG FREE WORKPLACE REQUIREMENT.** Consultant submitted a drug free workplace certification with their proposal, and agrees to provide a drug free workplace.

A. The Consultant, if other than an individual, shall-within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about:

(i) The dangers of drug abuse in the workplace;

(ii) The Consultant's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will:

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76332 (6332.)

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

B. Consultant, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

C. In addition to other remedies available to the Government, the Consultant's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Consultant subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

21. **E-VERIFY.** Pursuant to section 448.095, Consultant shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Consultant shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Consultant certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Consultant understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Consultant may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Consultant shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System

22. **INDEPENDENT CONTRACTOR STATUS**. City expressly acknowledges Consultant is an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76332.)

venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Consultant performs hereunder.

23. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances**.**
24. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
25. **INDEMNITY.** Consultant shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Consultant, its agents, and employees.
26. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all 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.
27. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76332

If to Consultant:
McFarland Johnson, Inc.
Attn: James M. Festa, Chief Executive Officer
49 Court Street, Suite 240
Binghamton, NY 13901
Phone: 607-723-9421
Email: jfesta@mjinc.com

If to City of Ocala:
Daphne M. Robinson Esq., Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
Fax: 352-690-2025
Email: notices@ocalafl.org

Copy to:
Robert W. Batsel, Jr.
Gooding & Batsel, PLLC
1531 S.E. 36th Ave.
Ocala, Florida 34471
Phone: 352-579-6536
Email: rbatsel@lawyersocala.com

28. **ATTORNEYS FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.

29. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76332

RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

30. **GOVERNING LAW**. This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
31. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
32. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
33. **GOVERNING LAW**. This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
34. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
35. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c7(6932.)

any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

36. **AMENDMENT**. No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
37. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
38. **ELECTRONIC SIGNATURE(S)**. Consultant, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this agreement. Further, a duplicate or copy of the agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original agreement for all purposes.
39. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
40. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76332

IN WITNESS WHEREOF, the parties have executed this Agreement on 09 / 14 / 2022.

ATTEST

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Ire Bethea Sr.

Ire Bethea, Sr.
City Council President

Approved as to form and legality

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

MCFARLAND JOHNSON, INC.

James M. Festa, PE

McFarland Johnson, Inc.
(Printed Name)

Chief Executive Officer
(Title)

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c7(6332.)

BACKGROUND

The engineering firm will provide continuing professional services for the Ocala International Airport.

It is anticipated that the projects will be funded by Federal grants from the Federal Aviation Administration (FAA) under its Airport Improvement Program, State grants from the Florida Department of Transportation (FDOT) and/or by City (non-grant) funds. This will require the Consultant to provide input and guidance to the Airport about said programs and to ensure the Airport's compliance with all applicable standards, advisory circulars and regulations of the FAA, State of Florida, City of Ocala and Marion County.

All work awarded under this contract will be for projects in which the estimated construction cost of each individual project does not exceed $4 million, and professional services for each individual project does not exceed $500,000 or the maximum sum allowable by law under Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as amended, whichever is greater, and agreed upon by the parties. All work will be performed in accordance with industry standards and comply with applicable laws, and regulations.

City reserves the right to modify this scope during negotiations for budgetary reasons.

Prices shall remain firm for the term of the awarded contract.

Surcharges will not be accepted in conjunction with this award, and such charges should be incorporated into the pricing structure.

DETAILED SCOPE OF WORK

In accordance with FAA Advisory Circular (AC) 150/5100-14E, Architectural, Engineering and Planning Consultant Services for Airport Grant Projects, the scope of work for this solicitation is being divided into three categories. The first category involves planning services. The second category involves professional services for the design/bidding of airport development projects and the third category involves professional services for the construction administration/inspection of airport development projects. Work orders will be assigned on an as- needed basis.

Category A – Aviation Planning Services

This category includes studies under the headings of airport system and master planning, airport noise compatibility planning and environmental assessments and related studies. These studies include, but are not limited to, the following activities:

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76332 (6332.)

1. Design study to establish the framework and detailed work program.
2. Airport data collection and facility inventories.
3. Aeronautical activity forecasts and demand/capacity analyses.
4. Facility requirements determination.
5. Airfield modeling for capacity and delay.
6. Airport layout and terminal area plan development.
7. Airport noise studies under 14 CFR Parts 150 and 161.
8. Compatible land-use planning in the vicinity of airports.
9. On-airport site selection studies.
10. Airport project development schedules and cost estimates.
11. Airport financial planning and benefit cost analysis.
12. Participation in public information and community involvement programs and/or public hearings relating to airport development and planning projects.
13. Environmental Assessments (EA), Environmental Impact Statements (EIS), and other studies in accordance with FAA Orders 5050.4 and 1050.1.
14. Preparation of or updating of the airport layout plan.
15. Airspace analysis.
16. GIS data collection, entry, and analysis and other electronic graphical/mapping efforts.
17. Project feasibility studies

Category B – Architectural/Engineering Design Services for Airport Development Projects

This category includes the basic A/E services normally required for airport development projects. It involves services generally of an architectural, civil, geotechnical, structural, mechanical, and electrical engineering nature, which include, but are not limited to:

Preliminary Phase

This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include, but are not limited to:

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76332.)

1. Coordinating with the City on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters.
2. As applicable, coordinating project with local FAA personnel and other interested stakeholders to identify potential impacts to their operations.
3. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations.
4. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.
5. Preparing project design criteria and other bridging documents commonly used for alternative project delivery methods such as design-build contracting.

Design Phase

This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include, but are not limited to, those below:

1. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
2. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and performing architectural, engineering, and special environmental studies.
3. Preparing necessary engineering reports and recommendations.
4. Preparing detailed plans, specifications, cost estimates, and design/construction schedules.
5. Preparing Construction Safety and Phasing Plan (CSPP).
6. Printing and providing necessary copies of engineering drawings and contract specifications.

Bidding and Negotiation Phase

The firm shall be required to provide complete services as outlined in the contract or assist the Airport Authority, a t a minimum, with the following tasks.

1. Provide final calculations, construction documents and specifications in consultation with the Owner.

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76332.)

2. Prepare and file all applications, data, and documents required to obtain approval of all authorities having jurisdiction over the project.
3. Prepare the necessary bidding technical specifications and bid schedule(s).
4. Prepare a written cost estimate, engineering, and functionality recommendations.
5. Additional services as may be necessary and appropriate.

Other Design Services

The development of some projects may involve activities or studies outside the scope of the basic design services routinely performed by the consultant. These special services may vary greatly in scope, complexity, and timing and may involve several different disciplines and fields of expertise. Examples of special services that might be employed for airport projects include, but are not limited to, the following:

1. Soil investigations, including core sampling, laboratory tests, related analyses, and reports.
2. Detailed mill, shop, and/or laboratory inspections of materials and equipment.
3. Land surveys and topographic maps.
4. Field and/or construction surveys.
5. Photogrammetry surveys.
6. Special environmental studies and analyses.
7. Public information and community involvement surveys, studies, and activities.
8. Assisting the City in the preparation of necessary applications for local, State, and Federal grants.
9. Preparation of property maps.
10. Preparation of quality control plan.
11. Other design services as needed.

Category C – Architectural/Engineering Construction Engineering Inspection Services for Airport Development Projects

This category includes the basic construction engineering inspection services normally required for airport development projects. It may include all basic services

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76332.)

rendered after the award of a construction contract, including, but not limited to, the following activities:

1. Providing consultation and advice to the City during all phases of construction.
2. Representing the City at preconstruction conferences.
3. Inspecting work in progress periodically and providing appropriate reports to the City.
4. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept/drawings.
5. Reviewing, analyzing, and accepting laboratory and mill test reports of materials and equipment.
6. Assisting in the negotiation of change orders and supplemental agreements.
7. Observing or reviewing performance tests required by specifications.
8. Determining amounts owed to contractors and assisting City in the preparation of payment requests for amounts reimbursable from grant projects.
9. Making final inspections and submitting punch-lists and a report of the completed project to the City.
10. Reviewing operations and maintenance manuals.
11. Making final inspections and submitting punch-lists and a report of the completed project to the City.
12. Providing record drawings.
13. Preparing summary of material testing report
14. Preparing summary of project change orders
15. Preparing grant amendment request and associated justification, if applicable.
16. Preparing final project reports including financial summary.
17. Obtaining release of liens from all contractors.

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76332 (6332.)

RESPONSE TO LOI#AIR/220118

PROFESSIONAL ENGINEERING AND PLANNING SERVICES AT OCALA INTERNATIONAL AIRPORT

MARCH 15, 2022

McFarland Johnson
1522 PENMAN ROAD, SUITE #14
JACKSONVILLE BEACH, FL 32250

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c769(2cont.)

CONTENTS

COVER LETTER

EVALUATION CRITERIA NO. 1
ABILITY OF PROFESSIONAL PERSONNEL P1

EVALUATION CRITERIA NO. 2
PAST PERFORMANCE.....P9

EVALUATION CRITERIA NO. 3
PROJECT APPROACH, WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS.....P15

EVALUATION CRITERIA NO. 4
RECENT, CURRENT, AND PROJECTED WORKLOADS OF THE FIRM.....P20

APPENDIX A | RESUMES

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76332.)

McFarland Johnson
Innovative Solutions / Sustainable Results

1522 Penman Road, Suite #14 • Jacksonville Beach, FL 32250
Phone: (904) 945-2233
www.mjinc.com

March 15, 2022

Ms. Tiffany Kimball, Contracting Officer
City of Ocala
750 SW 60TH Avenue,
Ocala, FL 34474

RE: Request for Professional Services (RPS) for Professional Engineering and Planning Services at Ocala International Airport (LOI#AIR/220118)

Dear Ms. Kimball and Selection Committee Members:

McFarland-Johnson, Inc. (MJ) is pleased to present the City of Ocala (City) and Ocala International Airport (OCF) our response to the above-referenced Request for Professional Services. **McFarland Johnson is a 100% employee-owned firm** comprised of nearly **200 airport planners, engineers,** environmental specialists, software developers, technician/CADD specialists, and administrative professionals, that are proud to make a positive difference for our airport clients through our innovative aviation consulting services and deliverables. With over 75 years of experience, MJ has performed airport planning, design and construction services for over 100 general aviation airport clients across the United States. This work has involved planning, engineering and construction phase projects such as master plans, land development, financial analysis, air service/air cargo studies, runway/taxiway/apron design and construction inspection. We are excited about our success and look forward to sharing our best practices and lessons learned in airport engineering and planning with the City and OCF to help achieve your goals for responsible, community-friendly airport operations and growth.

MJ's aviation practice has grown dramatically over our long history and currently represents more than 50% of our total business. In the past five years alone, MJ has worked under dozens of term agreements with municipal owners of general aviation airports providing comprehensive airport planning, environmental, design, construction administration, inspection, and program implementation services. As OCF's General Consultant, MJ will address all key concerns and issues facing OCF's growth and development. This includes general program assistance, planning and development research, contract and request for proposal document preparation, and other value-added services as needed and requested by OCF.

MJ PROVIDES THE CITY OF OCALA THE FOLLOWING UNMATCHED KEY BENEFITS:

1

PROJECT MANAGER WITH 20+YEARS OF EXPERIENCE WORKING WITH THE OCALA INTERNATIONAL AIRPORT

Robert Overby, P.E. has over 25-years of aviation project management experience and over 20-years working at OCF. His long-term relationships with OCF staff, FDOT District 5 and the Orlando ADO will result in immediate project efficiencies and program execution with no learning curve to advance the City's development and funding goals for OCF.

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76332.)

2 A UNIQUE DYNAMIC APPROACH TO AIRPORT PLANNING AND DESIGN THAT INCREASES DEVELOPMENT FLEXIBILITY AND MAXIMIZES PROJECT BUDGETS	MJ's technology-based approach to airport planning and design provides a fresh look and value-added tools that no other firm currently provides, ensuring maximum project efficiency and value through, adjustable scenario modeling, flexible solutions and adaptable outcomes that will allow the City and OCF to proactively evaluate and manage changes in your environment.
3 DEPTH OF RESOURCES & PROVEN EXPERIENCE WITH EXPERTISE FOR ALL SITUATIONS	MJ has both national and local general aviation (GA) experience delivering all project types at similar GA and municipal airports, using next-level thinking that is based on an in-depth knowledge of FAA and FDOT regulations, allowing MJ to advise the City on any issue that may arise.
4 GRANT MANAGEMENT & FUNDING SPECIALISTS TO MAXIMIZE YOUR FUNDING DOLLARS	MJ's dedicated in-house grant funding specialists and grant management experts maximize different combinations of AIP funding, tax-exempt bonds, and other federal and state grants. We seek out potential sources of funding beyond the standard FAA and FDOT programs to maximize funding that will benefit OCF's on-going activities.

We have assembled a Team of local and specialty firms that know the City and Airport and are ready to immediately provide the services outlined in **LOI#AIR/220118**. Our Team includes:

- **Michael Baker International (Baker) –** A nationally recognized aviation engineering, planning and architectural firm who led the new OCF General Aviation Terminal project.
- **Geo-Tech, Inc. –** An Ocala based geotechnical testing firm that has become a pioneer in the art of modern engineering.
- **Environmental Resource Solutions –** A SBA Certified 8(a) women-owned local business specializing in environmental resource and wildlife management services.
- **Hubpoint Strategic Advisors –** A leader in commercial air service planning and development with broad national experience at non-hub airports.
- **Webber Air Cargo -** Webber Air Cargo principally provides cargo-related airport planning services for numerous airports including twelve of the top fifteen U.S. airports (including all five of the largest international cargo gateways.
- **HMMH -** A certified Women-Owned Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE) firm providing expert noise and air quality analyses for airports across the globe.

Our Project Manager Robert Overby and all our employee-owners join me in offering MJ's full commitment to the City and OCF and thank you for the opportunity to present our qualifications to the City and the Selection Committee. We believe the MJ Team's commitment, experience, and staff expertise will perform in an entirely different manner than our competition, making the MJ Team truly the right fit to proactively deliver airport engineering and planning services for OCF.

Should you have any questions regarding the information contained within our submission, please don't hesitate to contact your **Project Manager at ROverby@mjinc.com or on his mobile phone at 904-945-2233.**

Sincerely,
MCFARLAND-JOHNSON, INC.

John Mafera
Vice President/Principal-in-Charge

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76332.)

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76982 (cont.)

ABILITY OF PROFESSIONAL TEAM

With over **50% of our business aviation focused**, our employees, in particular those proposed for this assignment, have dedicated their careers to aviation planning and engineering. The MJ Team provides expert in-house airport planning, engineering, and construction services, backed with full-service permitting, design, project implementation and grant management support for general aviation airports throughout the United States. Our professional aviation staff are available from multiple offices to assist with projects as needed, allowing us to pull in leading specialists and broad expertise to address all areas of your planning, engineering and construction phase service needs. This results in increased project efficiency, decreased costs, and increased time savings for our clients. We understand the importance of having a full-services team to deliver on-call assignments, which tend to vary in complexity and duration. The MJ Team brings a broad planning, engineering, and construction perspective with expertise in every area needed to assist in crafting successful plans for meeting the City and OCF's goals.

The following outlines MJ's full-service capabilities and depth of experience at general aviation airports similar in size and market as OCF and the City. All of these services are directly related to the projects identified in the OCF 5-Year CIP:

AVIATION PLANNING SERVICES

- Dynamic Master Planning
- Financial & Business Planning
- Revenue Enhancement Strategies
- Economic Impact Studies
- Airport Master Plans
- FAA, FDOT, CARES Act, BIL & Other Grants
- Part 139 ACM Updates
- Land Use and Commercial Site Development Planning
- Grant Writing and management
- Public Outreach
- NEPA CATEXs, EAs and EISs
- Environmental Studies
- Air Quality Studies
- SWPP & SPCC Plans
- Wetland Delineation
- Environmental Protection Plans & Monitoring
- St. Johns River Water Management District Permitting
- AEDT Noise and Air Quality Modeling

ARCHITECTURAL/ENGINEERING DESIGN SERVICES

- Runway, Taxiways & Aprons
- Obstruction Removal
- Airfield Lighting & Signage
- Aircraft Hangars
- ARFF, Equipment Storage & Maintenance
- Buildings
- Roadway & Parking Lots
- Security (Fences, Gates, Monitoring Systems, etc.)
- Stormwater Management
- Grading and Drainage
- Vehicular Traffic Analysis
- Non-Aviation Development

ARCHITECTURAL/ENGINEERING CONSTRUCTION ENGINEERING INSPECTION SERVICES

- Project Administration
- Shop Drawing Review Project Documentation
- Construction Quality Assurance Testing & Reporting
- Grant Administration
- Resident Project Representation
- Field and Safety Inspections
- Construction Management
- FAA Specifications Compliance
- Reporting Certification of Payments to Contractors
- Construction Phasing and Sequencing
- Scheduling
- Projects Commissioning & Record Plans
- Construction Cost Control
- Value Engineering

Some of our most recent experience in Florida includes work for the following clients:

- Broward County Aviation Department (BCAD)
- Key West International Airport
- The Florida Keys Marathon International Airport
- Monroe County, FL
- City of Islamorada
- City of Miami Beach
- Tallahassee International Airport

Additionally, Project Manager Robert Overby, has recent experience working with the following clients:

- **OCALA INTERNATIONAL AIRPORT**
- Daytona Beach International Airport
- Jacksonville International Airport
- Jacksonville Executive Airport
- Gainesville International Airport
- Pensacola International Airport
- Melbourne International Airport
- Tallahassee International Airport

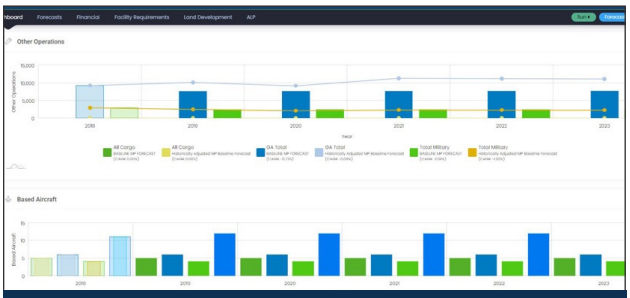
Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76332 (6332.)

AVIATION PLANNING

SUCCESS THROUGH INNOVATIVE PLANNING: McFarland Johnson approaches planning activities not as "cookie cutter" projects that closely resemble one another, but rather, MJ specially designs each plan so that it reflects the unique nature of each airport and client, providing our clients with specific, actionable, and measurable plans that can be reasonably executed to maximize the use and economic benefit of their airport assets. McFarland Johnson's aviation planning services include, but are not limited to: business planning, revenue enhancement strategies, financial and economic impact analyses, air service development, terminal facilities analysis, dynamic airport master plans and airport layout plans, site development planning, land acquisition, Navaid studies, airport layout plans (ALP) updates, e-ALP's, and approach feasibility studies

SPECIFIC, RELEVANT MASTER PLANNING EXPERIENCE: At MJ, we take pride in our extensive success in completing innovative airport master planning projects that make a positive difference for our airport clients. We are the airport planning consultant for clients like Florida Keys-Marathon, Key West International, Broward County Aviation Department (BCAD)/Fort Lauderdale, Greenville Downtown, Greenville-Spartanburg, Delaware River & Bay Authority, New Hampshire Department of Transportation, the Vermont Agency of Transportation, the NYSDOT Aviation Bureau, and many others; providing solid plans for both general aviation and commercial service airports.

DYNAMIC AIRPORT MASTER PLANNING: One example of McFarland Johnson's innovation, is our dynamic master planning methodology and Dynamic Analysis Tool (DAT). This innovative approach to airport master planning is a unique and key deliverable of our master plan updates. It makes the traditional, static master plan come alive by providing a tool for airport managers and staff to rapidly calculate and evaluate various operational and development scenarios. The dynamic analysis planning methodology and DAT makes the traditional master plan a true living management tool that can be used, expanded, and built upon well after the master plan project is complete. This process links the forecasts, facility requirements, development scenarios, environmental conditions, financial model, capital improvement plan (CIP) and ALP together so that proposed scenarios can be quickly screened for their impact on the airport's finances, airfield infrastructure, and/or other selected criteria identified by the Airport. **MJ's unique approach keeps the airport master plan flexible, giving the Airport the ability to model future changes and adapt implementation strategies to better plan for changing future conditions and maximize the economic value of projects.** This approach would be extremely beneficial to OCF when evaluating potential new developments such as the proposed Burrell facility and potential impacts due to the World Equestrian Center (WEC).



Screen Capture of GSP Dynamic Airport Master Plan Interface That Gives the County a Flexible Tool to Evaluate Impacts of Changes in Operational Demand on Airport Operations, Facilities and Finances

MJ'S RELEVANT AVIATION PLANNING EXPERIENCE

- Broward County Aviation Department (BCAD) On-Call Planning and Advisory Services
- Broward County Aviation Department (BCAD) Professional Planning and Advisory Services
- Key West International Airport Master Plan Update
- Greenville-Spartanburg International Airport Master Plan Update
- Greenville-Spartanburg International Airport Commercial Terminal Expansion Study
- Klamath Falls Airport Joint-Use Agreement (AJUA) Negotiations
- Boston Logan International Airport Runway Incursion Mitigation (RIM) Study
- MidAmerica St. Louis Airport Joint-Use Agreement (AJUA) Negotiations Services
- Republic Airport & Other NYSDOT GA Airports Lease Evaluations
- Bradford County Airport Dynamic Master Plan Update
- Elmira Corning Regional Airport Dynamic Master Plan
- Lebanon Airport Dynamic Airport Master Plan
- Oneonta Municipal Airport Dynamic Master Plan Update
- Wilmington Airport Dynamic Master Plan
- Wilmington Airport Terminal Operational Capacity Assessment
- Trenton-Mercer Airport Master Plan
- Westchester County Airport Runway 11-29 Feasibility Study
- Lakeland-Linder Regional Airport Four-Year Term Agreement
- Wilkes-Barre/Scranton International Airport Dynamic Master Plan and Airport Layout Plan Update
- Greater Binghamton Airport Sustainable Management Plan
- Allegheny County Airport Runway 28 Safety Area Land Acquisition and Relocation Assistance
- Erie International Airport Dynamic Sustainable Master Plan Update
- Niagara Falls International Airport Dynamic Sustainable Master Plan Update
- Canandaigua Airport Dynamic Master Plan Update
- Cortland County Airport Pavement Management Plan
- Pennridge Airport Growth Study
- Delaware Airpark Master Plan Update
- Albany International Airport Noise Exposure Map

FINANCIAL PLANNING AND FUNDING

GRANT & FUNDING ASSISTANCE: MJ has a strong track record of assisting airports with federal and state grant administration, as well as other FAA documentation, including Project Readiness Forms and Disadvantaged Business Enterprise (DBE) plans. Our full-time grants staff is familiar with FAA procedures, as well as FDOT Public Transportation Grant Agreements (PTGA) the Joint Automated Capital Improvement Program (JACIP) requirements. Our grants staff also collaborates closely with our clients to submit all documentation on time, or as requested. Examples of airports in which MJ has provided and continues to provide grant management/assistance include Monroe County (Key West International Airport and Florida Keys Marathon Airport), Canandaigua Airport, Saratoga County Airport and Floyd Bennett Memorial Airport.

AIRPORT BUSINESS PLANNING: When it comes to airport business planning, MJ is considered a leader in the field and is highly qualified to provide these services. MJ knows the market, understands the industry and is adept at identifying specific, practical solutions and revenue enhancement strategies for airports. At the most fundamental level, airports are businesses and must operate as such. Airport business planning takes many forms, but is most often associated with the development of plans that incorporate market analytics, deployment strategies, financial analysis, and infrastructure planning. The result is a plan that prioritizes airport development from a strategic business perspective, with the goal of increasing utilization, increasing financial stability, and promoting sustainable growth.

ENGINEERING DESIGN

MJ's airport engineering services include a full range of both airside and landside design capabilities. We have an exceptional group of airport design specialists that understand the demands of meeting design and phasing requirements that provide a safe construction work area for the contractors, while minimizing impacts on airport operations. We have a full complement of civil, transportation, mechanical, electrical and structural engineers experienced at providing comprehensive design packages for our airport clients. Beyond airfield facilities, MJ has been involved in all aspects of landside and terminal design, including rehabilitation and new construction of terminal buildings, passenger boarding facilities, airport support buildings, and aviation fuel facilities, as well as design and/or reconfiguration of access roads and parking. **Prior to joining MJ, Robert Overby and Amanda Sheridan led the Taxiway A Rehabilitation Design Team for the Ocala International Airport.**

Our in-house electrical engineers provide instant support to our design and construction projects. In addition, we have recently completed several relocations and revisions to FAA approach lighting and ILS systems that have included FAA-reimbursable agreements and inclusion of FAA plans in our projects' bid documents. We have provided airfield power and lighting design for many of the above-referenced projects. One specific example of this is the TF Green Airport Runway 16-34 Safety Area Improvements project, in which MJ managed all the electrical and NAVAID / Approach Aid design and construction. Our work included installation of new REIL's and PAPI's, replacement of the ARFF Crash Line, HIRL and MITL lighting relocation and replacement, installation of airport signs, revisions to the Runway threshold lights to work with new EMAS systems, electrical vault modifications, relocation of several MALSR light towers into the EMAS system, and coordination with FAA Airway Facilities.

MJ's landside design experience includes a re-use/relocation of the historic terminal building at Manchester-Boston; a Master Plan Energy Audit at Greater Binghamton Airport; equipment storage facilities at Newport State and Morristown; security improvements at Logan, Manchester- Boston and Hanscom Field; a new JetA and AvGas fuel farm at Windham; hangar design or rehabilitation at Rutland Southern Vermont, Elmira, and Binghamton; a Blackhawk hangar/Army Reserve Readiness Center at Burlington International; parking projects at Manchester-Boston and Worcester Regional; terminal expansion/renovation at Burlington International and Albany International; and access road projects at Manchester-Boston, Hanscom and Albany Airports.

In addition, **recently, Robert Overby has led several completed design and construction projects at Key West International Airport and Florida Keys Marathon Airport, including a new airport access road, elevated maintenance facility, and federal CBP expansion and renovation.**

ARCHITECTURE, M/E/P & STRUCTURAL DESIGN SERVICES - ENERGY-EFFICIENT, SUSTAINABLE, AESTHETICALLY-PLEASING DESIGN: MJ's Facilities Group specializes in overcoming aesthetic challenges without compromising system design, functionality, or energy efficiency. And we back it up with our award-winning designs. MJ provides a full range of planning, design and construction services in support of the construction or modification of airport terminal buildings, aircraft hangars, consolidated rental car facilities, airport rescue and firefighting (ARFF) facilities, and support buildings. We use our multi-disciplined capabilities to provide our clients with teams of experienced structural, mechanical, electrical, plumbing, fire protection, and site/civil engineers, along with our aviation specialists to support all of the airport's building needs. For this assignment, MJ has secured **Michael Baker International, Inc. (Baker)** as an exclusive parter to provide architectural services. Baker was the architect of record fro the New General Aviation Terminal Building at OCF and has a strong working relationship with City and OCF staff.

MJ's recent airport project experience includes an award winning $70 million terminal expansion at Elmira-Corning and a $60 million expansion at the Plattsburgh International Airport; a new airport maintenance facility, security improvements, and terminal renovation projects at the Greater Binghamton Airport; a new restaurant, a new military derivatives completion center, terminal roof, security upgrades and terminal renovations at Elmira Corning; terminal renovations at Albany; equipment storage facilities at Wellsville, Sidney, Piseco, and Lehigh Valley; and new aircraft hangars at Hamilton, Burlington, Tri-Cities, Whitford, Pocono Mountain, Elmira, and Schuylkill Airports. **Additionally, MJ is currently the lead engineer and program manager for Key West International Airport's $90 million Concourse A and Terminal Improvements Program.**

MJ'S RELEVANT DESIGN EXPERIENCE

- Key West International Airport Concourse A and Terminal Improvements Program
- Elmira Corning Regional Airport Terminal Expansion Program
- Key West International Airport New Access Road Design
- Key West International Airport Elevated Maintenance Facility Design
- Key West International Airport Customs & Border Protection (CBP) Design
- Key West International Airport Fuel Farm Expansion Design
- Florida Keys Marathon International Airport Rental Car Facility Design
- Plattsburg International Airport Terminal Expansion
- Orlando Sanford International Airport Rehabilitation of 9L-27R and Taxiway B1
- Burlington International Airport Taxiway B Reconstruction, Markings, Lighting & Signage
- Dover Air Force Base Civil Air Terminal Apron & Taxiway Expansion
- T. F. Green Airport Taxiway N Reconstruction, Marking and Lighting
- Bradley International Airport Taxiway C & R Rehabilitation
- Elmira Corning Regional Airport Runway 24 Extension
- Manchester-Boston Regional Airport Terminal North Expansion
- Ogdensburg International Airport Terminal Expansion
- Elmira Corning Regional Airport New Full Parallel Taxiway A
- TF Green Runway 16-34 Safety Area Improvements Design
- Wilkes-Barre/Scranton International Airport Airline Apron Expansion & Rehabilitation and PAPI Design
- Greater Binghamton Airport Runway 34 Safety Area Improvement Design
- Zephyrhills Municipal Airport Rehabilitation of Runway 4-22
- St. Pete-Clearwater International Airport Terminal Apron Hardstand Expansion – Phases 1 and 2
- Boston Logan International Airport North Cargo Apron Repair
- Jacksonville International Airport Electrical Distribution Upgrades Phase IV
- Elmira Corning Regional Airport Runway 6 Extension & NAVAID Relocation
- Syracuse Hancock International Airport Taxiway M Rehabilitation Design & Lighting
- Morristown Municipal Airport Taxiways D & M Rehabilitation
- Burlington International Airport Terminal Energy Retrofit

CONSTRUCTION SUPPORT SERVICES

MJ's experienced resident engineers and construction administration staff are valued members of our Team; ensuring our aviation clients' construction projects proceed in compliance with design documents and applicable aviation industry standards. We take great pride in our ability to understand our client's unique airport operations and tailor a safety and phasing program that minimizes the impact on airport operations, while providing a high-quality construction project. **To this end, we have full-time dedicated inspection staff ready to begin work in Ocala.**

Our resident engineers come directly from our design engineering staff. We feel it is invaluable experience for an engineer to spend part of the year doing project design and part of the year in the field doing resident engineering. This helps our engineers become better designers, as well as better resident engineers. All of our resident engineers

are experienced at monitoring construction at GA and commercial service airports. They will be your eyes and ears during the construction process and work to see that the contractor provides you with the project that you need, on time, and on budget. MJ has been performing construction administration and resident inspection services for Monroe County at both Key West International and Florida Keys Marathon Airports continuously for the past 5-years.

MJ'S RELEVANT CONSTRUCTION SERVICES EXPERIENCE

- Key West International Airport CBP Expansion and Renovation
- Key West International Airport Elevated Maintenance Facility
- Key West International Airport New Access Road
- Florida Keys Marathon International Airport Rental Car Wash Facility
- Orlando International Airport Taxiway C Rehabilitation and Related Work, Phases A through C
- Boston Logan International Airport North Cargo Apron Repair Construction Phase Services
- Syracuse Hancock International Airport Runway 10-28 Rehabilitation Construction Administration
- Ormond Beach Municipal Airport Construct, Mark, and Light Taxiway G
- Zephyrhills Municipal Airport Rehabilitation of Runway 4-22
- Melbourne International Airport Hangar Improvements (110 Aerospace Drive)
- St. Pete-Clearwater International Airport Terminal Apron Hardstand Expansion – Phases 1 and 2
- T. F. Green Airport Runway 34 End Safety Area, NAVAID Improvements & Wetland Mitigation Construction Administration
- Burlington International Airport Reconstruct, Mark, Light & Sign Taxiway B Reconstruction Construction Administration

ENVIRONMENTAL SERVICES

MJ is a recognized leader in environmental analysis, resource management, and impact evaluation for airport clients. This experience includes National Environmental Policy Act (NEPA) documentation (Environmental Impact Statements, Environmental Assessments, and Categorical Exclusion Forms), archaeological approvals, and other federal, state, and local permits and approvals at Key West International Airport and other facilities including; Fort Lauderdale-Hollywood (FL), Greenville-Spartanburg (SC), Lebanon (NH), Hanscom Field (MA), Newport State (VT), Niagara Falls International (NY), Syracuse Hancock International (NY), Delaware Airpark (DE), and Harrisburg International (PA) Airports, to name a few. We also have experience in aquatic and terrestrial inventories, and hydrogeological investigations. We perform Wildlife Hazard Assessments and Management Plans for airport clients, as well as develop Vegetation Management Plans. Our experience also includes stormwater permits, groundwater management studies, drainage studies and plans, wetland delineations, and wetland permits. We completed air quality studies using and community noise impact assessments using the most recent version of Aviation Environmental Design Tool (AEDT) software; and socioeconomic impact evaluations. **Our staff is also experienced in identifying necessary federal and state permits, preparing permit applications, and submitting permit applications for public agency review and approval, prior to construction of airport improvements. MJ is prepared to assist the City and OCF with any and all environmental considerations for the development of Taxiway C and the west side of the airfield.**

MJ'S RELEVANT ENVIRONMENTAL EXPERIENCE

- Key West International Airport Former Hertz Building HAZMAT Assessment
- Key West International Airport New Access Road Wetland Delineation and Permitting
- Key West International Airport Fuel Farm SFWMD Stormwater Permitting
- Marathon-Florida Keys International Airport Rental Car Wash Facility SFWMD Stormwater Permitting
- Fort Lauderdale-Hollywood International Airport North Runway CATEX
- Fort Lauderdale-Hollywood International Airport SW development Area Short-Form EA
- Buffalo Niagara International Airport Environmental Assessment
- Elmira Corning Regional Airport Runway 6 Extension Environmental Assessment
- Morristown Municipal Airport Habitat Enhancement Plan for Airport Easement
- Edward F. Knapp State Airport Wetland Mitigation
- Harrisburg International Airport Wastewater Treatment Facility Environmental Assessment
- Lebanon Municipal Airport Wildlife Hazard Assessment
- Greater Binghamton Airport Runway 16-34 Safety Area Improvements Environmental Assessment
- Delaware Airpark Environmental Assessment and Wetland Mitigation Design
- NYSDOT Airports Photovoltaic Feasibility Study
- Elmira Corning Regional Airport Access Road & Parking Lot Land Acquisition Environmental Assessment
- Floyd Bennett Airport Wetland Delineation & Mitigation Design
- Fort Lauderdale-Hollywood International Airport Tree Hazard Assessment

ABILITY OF PROFESSIONAL TEAM/ORGANIZATION

The MJ Team is committed to working with the City and OCF, serving as a local extension of your staff and responding to the needs and demands of this contract in an efficient and timely manner. **We have reviewed your 5-year Capital Improvement Plan (CIP) and Mr. Overby has been attending the monthly Airport Advisory Meetings consistently for the past two years to fully understand your goals for OCF**. We have assembled a Team of professionals to specifically matches to the needs of your CIP in addition to listening to the concerns and aspiration of OCF from the Airport Advisory Committee members.

1 EVALUATION CRITERIA NO. 1 | ABILITY OF PROFESSIONAL PERSONNEL

Regardless of the type of service needed, we approach every project by listening carefully to what you need and making sure we clearly understand your issues, concerns, and specific goals. The MJ Team will consider innovative, far-reaching ideas that create airport programs that are flexible, balanced, meet or exceed expectations for service, and are tailored to the specific needs of the City and OCF.

MJ DEVELOPED 3-DIMENSIONAL MODEL OF OCF TERMINAL AND FBO IMPROVEMENTS BASED ON INFORMATION GATHERED FROM AIRPORT ADVISORY MEETINGS THAT CAN BE UTILIZED IMMEDIATELY FOR AIRPORT PLANNING AND DESIGN PROJECTS

Our key personnel were hand-picked by Project Manager Robert Overby, P.E. based on their prior performance on similar projects to OCF, scheduled availability, and their superior ability to complete a specific technical role on this assignment. Although MJ may be considered a "new" firm to the City and OCF, **Robert Overby has led projects at OCF for essentially his entire 25-year career. The major benefit of using the MJ Team for this assignment is that the Team is comprised of local specialty firms that have worked directly with Mr. Overby on numerous projects including some at OCF.**

SUBCONSULTANT PARTNERS

MJ understands that the most efficient and successful way to meet any project need that may arise is with a integrated team of experts with comprehensive and varied airport experience. To that end, we have supplemented MJ's full-service capabilities with a tailor-made team of subconsultants that are known for their depth of resources and specialty experience at airports similar to OCF. Additionally, MJ has partnered with these firms in the past, in some cases multiple times across dozens of projects, and will work seamlessly to implement OCF's project goals. The MJ Team consists of the firms shown in the adjacent table indicating their role in this contract.

SUBCONSULTANT FIRM	ROLE
Michael Baker International, Inc	Architecture
Geotech, Inc	Geotechnical
R.M. Barrineau & Associates, Inc	Surveying & Mapping
Envi. Resource Solutions DBE	**Environmental**
Hubpoint Strategic Advisors, LLC	Cargo
Webber Air Cargo	Air Service
HMMH DBE	**Air & Noise**

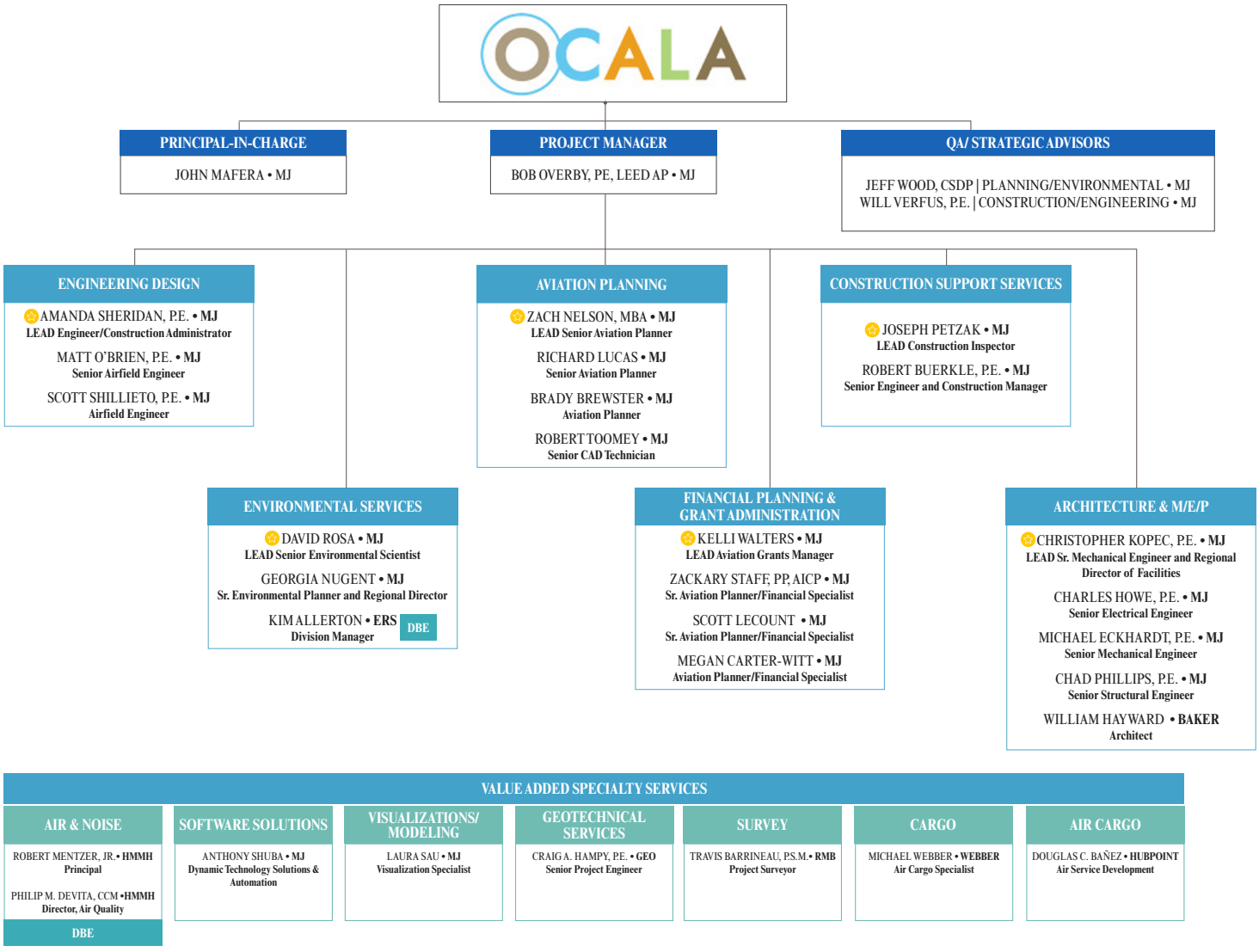
YOUR PROJECT MANAGER'S QUALIFICATIONS

ROBERT OVERBY
PROJECT MANAGER

The MJ Team will be led by **Project Manager, Robert Overby, P.E.,** who brings over 25-years of airport planning, engineering and project management experience to the team. **Throughout his career, Robert has led General Consulting teams at OCF for nearly 20-years and was the Project Engineer for the Runway 18-36 Rehabilitation, Runway 8-26 Rehabilitation and design of Taxiway A.** Additionally, he was the Project Manager for the Air Traffic Control Tower and most recent Airport Master Plan Update. In addition to OCF, Robert served as Project Manager for General Consulting Contracts at the Tallahassee International Airport, Daytona Beach International Airport, Gainesville Regional Airport, Jacksonville Aviation Authority and Pensacola International Airport. Most recently, he has been leading projects at the Key West International Airport and Greensville-Spartanburg International Airport. As your Project Manager, Robert will be the primary point of contact for this project. He will coordinate project task across the entire team and work with the City and OCF staff and project stakeholders.

PROJECT TEAM

We have assembled a strong Project Team, founded on several key factors, including: our ability to provide innovative planning, engineering, permitting, environmental and construction management work; our local presence and high quality, responsive client service; and our familiarity with both the City and OCF and experience at similar Florida and General Aviation airports nationwide. Robert Overby will be supported by a talented group of professionals skilled in all aspects of airport planning, design, environmental, permitting, and construction management services. These dedicated staff are extremely knowledgeable in federal and state guidelines for airport criteria. They keep their skills honed by attending seminars, workshops, and conferences sponsored by the FAA and FDOT, providing the latest updates in aviation technology and procedures, development, and management. Staff members are also familiar with grant and DBE program development and management. The following organizational chart identifies the key team members along with the robust support staff and subconsultant partners, most of whom are already working with the City and OCF.



✱ PLEASE FIND ALL RESUMES FOR YOUR PROJECT TEAM IN **APPENDIX A**

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76932

TEAM WORKING TOGETHER ON SIMILAR PROJECTS

We take great pride in our past experience and our ability to meet and exceed your expectations, primarily because we include you every step of the way. Our strategy is to integrate appropriate project "lessons learned" from your staff and our team of partners so we learn from any previous challenges on prior projects. This allows us to tailor each project implementation so we can economically assist you with your ultimate goal of providing facilities and operations that maximize the quality of services delivered to OCF's customers. To this end, **the MJ Team was created specifically by combining firms and staff that have worked together both on similar contracts/ projects and airports, and have successfully delivered projects to OCF and the City.**

MJ is committed to offering qualified subconsultants meaningful opportunities for project participation in areas of their respective strengths and has developed an integrated team of expert firms for OCF. For agreement opportunities like this where specific projects are not fully defined, MJ will work closely with the City and OCF staff to establish a clear scope of services for each task assignment so that we can determine where the subconsultants we have identified within this qualification package can be most appropriately utilized. This close coordination will ensure that you not only meet or exceed overall DBE program goals, but that you receive efficient and timely deliverables utilizing the most appropriate and available resources to meet your project needs.

EXAMPLE MJ TEAM AVIATION EXPERIENCE WORKING TOGETHER

PROJECT NAME	MJ & TEAM	BAKER	GEO	RMB	ERS	HUBPT.	WEB
Ocala International Airport - General Consulting Contract	✓*		✓	✓	✓		
Ocala International Airport - New Air Traffic Control Tower	✓*		✓	✓			
Ocala International Airport - Runway 18-36 Rehabilitation	✓*		✓	✓			
Ocala International Airport - Runway 8-26 Rehabilitation	✓*		✓	✓			
Daytona Beach International Airport Runway 7L-25R Reconstruction	✓*	✓					
Vermont State Aviation System Plan (VTSASP)	✓						✓
DRBA - NCC Lease Consulting Services	✓					✓	
DRBA - ILG Terminal Program Definition Plan	✓					✓	

*Project Manager or Project Engineer was Robert Overby while employed by a previous firm.

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c7(6332.)

Doc ID: b49a1fab9c521869ca3b3ff2811e57a883c76982

CHANGE ORDER MANAGEMENT & MINIMIZATION

PLANNING/DESIGN PHASE: MJ utilizes a project control system that permits us to manage cost, schedules and technical quality of work. Cost control reports and budgets are maintained for every project undertaken by the firm. Costs are tracked utilizing biweekly time sheet entries in our comprehensive accounting software. Project Managers receive status reports biweekly which delineate the labor charges for all MJ employees along with a list of direct project expenses, including subconsultant invoices. These accounting measures, combined with project management tools, provide a robust, real-time financial picture of project status. A more comprehensive discussion is presented with the MJ Project Approach in Evaluation Criteria No. 3.

CONSTRUCTION PHASE: **Minimizing change orders is critical to the success of all projects.** MJ prides itself on providing construction documents that are both constructable and minimize change orders. Our proven process includes thorough review of contractor's draw requests and evaluation of construction change order requests submitted by contractors for their reasonableness and potential impact on the scheduled project completion date, as well as viable alternative solutions that maintain progress budgets. The MJ Team will also evaluate and review incentive payments or liquidated damages due to schedule acceleration or delays. Design changes due to unforeseen conditions or contractor's methods of construction are assessed for reasonableness and design options are developed that maintain the construction budget and schedule.

REFERENCES

Our repeat clients are a testament to our success. Our team members strive to deliver the quality service and projects necessary to cultivate trust and forge strong relationships with our clients. Our experience, "whatever it takes" attitude, and ability to respond immediately and efficiently to challenges, have earned us a reputation for competence, which assures our clients that they will receive quality projects. Confirmation of our successful delivery of similar projects is provided in the ***Form 5 | Reference Questionaire for each reference which has been submitted directly to the City, as instructed.*** Supplemental detailed pages of our project references are outlined on the pages that follow.

PAST PERFORMANCE ON SIMILAR PROJECTS

REPUTATION FOR HIGH-CALIBER WORK & PAST PERFORMANCE RECORD

MJ has received dozens of awards and industry recognition for our high-caliber work regionally, as well as nationally. This includes recognition for engineering achievements and leadership ranging from community outreach, environmental work, and planning services, to engineering design and construction. These awards recognize the important achievements of both our clients and employee owners, distinguishing MJ's services in the consulting and engineering industry. MJ has held numerous planning term agreements for airport clients similar in size and nature to OCF. Our ability to deliver airside planning, airside engineering and construction phase services is demonstrated in the following nine examples of similar airport consultant agreements. All completed services have been delivered on time and within budget.

*As stated in the Ocala Bid Portal on 03/07/2022, the following pages are excluded from the proposal's page limit since they serve as additional pages for each reference project to illustrate aspects of the completed project that provides the City information to assess the experience of the Proposer on relevant project work.

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76932.)

MONROE COUNTY AIRPORTS GENERAL CONSULTING SERVICES 5-YEAR TERM

PROJECT DETAILS

- Location: Florida Keys, FL
- On-Budget & On-Schedule
- General Aviation Facilities
- Airport Master Planning, Engineering, Permitting & Construction Administration Services
- Term Agreement

MJ has successfully performed airport projects for Monroe County, providing engineering evaluations, planning, schematic design, design development, preparation of and design criteria reports, cost estimating, specifications, contract documents, bidding support, construction administration and inspections, plans review, environmental evaluations and permitting, and coordination, among others. Our most recent Monroe County projects include:

- Master Plan Update - General Aviation Development Area and NAS Key West Joint Use Study - EYW
- Monroe County Airport Land Development Code (LDC) and Comprehensive Plan Policy Amendments
- Facility HAZMAT Environmental Survey - EYW
- FBO Access Road, Parking, and Stormwater Improvements Planning, Permitting and Design - EYW
- Rental Car Wash Facility Planning, Permitting, Design and Construction - MTH
- Elevated Airport Maintenance Facility Planning, Permitting, Design and Construction - EYW
- Former Hertz Building Demolition - EYW
- Design and Construction CBP Facility Expansion Planning/Programmin & Permitting

BROWARD COUNTY AVIATION DIVISION (BCAD) PLANNING SERVICES AGREEMENT

PROJECT DETAILS

- Location: Fort Lauderdale, FL
- On-Budget & On-Schedule
- General Aviation Facilities
- Airport Master Planning & Engineering Services
- Term Agreement

BCAD is implementing a $3 billion CIP for their facilities, including building new facilities, roads, garages, and utilities. McFarland Johnson, Inc. (MJ) is providing aviation and environmental consulting services to BCAD for the Fort Lauderdale Hollywood International Airport (FLL) and North Perry Airport. To date, MJ has successfully completed the following tasks and assignments: 1. NEPA Documentation and Categorical Exclusion (CATEX) for West Side Dry Retention Pond; 2. Review and revise project documents and previous environmental documentation; 3. Complete ARP SOP 510 form and draft the Technical Supplementary Memorandum to support its transmittal to the FAA.; 4. Review and Evaluation of NEPA Requirements for FY2019 Capital Improvement Plan; 5. Technical memorandum and evaluation of NEPA requirements for the projects identified in the BCAD's CIP for Fiscal Year (FY) 2019 [each project in the CIP was reviewed to determine if the project would constitute a Federal Action, as defined in FAA Order 5050.4B and the level of NEPA review required as part of FAA Order 1050.1F]; 6. Departures Curb Alternatives Review, Evaluation and Recommendations for the reconfiguration of the loading/unloading and thru lanes to reduce congestion; 7. Arrivals Curb Emergency Vehicle Parking Alternatives Review, Evaluation and Recommendation for the reconfiguration of curbfront emergency vehicle parking locations to reduce congestion in conjunction with other terminal curb and roadway improvements; and 8. Cell Phone Waiting Lot Alternatives Review, Evaluation and Recommendation, including alternative layouts, locations and ground access concepts for a new cell phone waiting lot that would redirect circulating traffic and help reduce terminal roadway congestion.

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76332.)

2 EVALUATION CRITERIA NO. 2 | PAST PERFORMANCE

DAYTONA BEACH INTERNATIONAL AIRPORT

PROJECT DETAILS

- Location: Daytona Beach, FL
- On-Budget
- On-Schedule
- General Aviation Facilities
- Airport Planning
- Engineering/Construction

Robert Overby has served as Project Manager/Engineer of Record for the Daytona Beach International Airport for over 20-years. As General Consultant, Mr. Overby has led airfield project including marking/lighting improvements to correct Part 139 inspection deficiencies, runway safety area improvement projects, new ARFF building access road, tree clearing to address wildlife mitigation and has assisted with FAA/FDOT grants and development of 5-year capital improvement programs. He was also the construction engineer of record for sole selection airfield projects including the reconstruction of Runway 7L-25R, Taxiway Y and Taxiway N. Amanda Sheridan served as a resident inspector for the rehabilitation of Taxiway N and tree clearing for wildlife mitigation. A summary of these projects includes:

- Part 139 Marking and Lighting Improvements
- Runway Safety Area Improvements
- ARFF Building Access Road
- Wildlife Tree Clearing
- Runway 7L-25R Reconstruction
- Taxiway Y Construction
- Taxiway N Rehabilitation
- Taxiway N Preliminary Engineering

MASTER CONTRACT FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR AIRPORT IMPROVEMENTS AT PENSACOLA INTERNATIONAL AIRPORT.

PROJECT DETAILS

- Location: Pensacola, FL
- On-Budget
- On-Schedule
- Planning, Engineering and Construction Services

Robert Overby was a project engineer for numerous airfield projects including the rehabilitation of Runway 18-36, Runway 9-27, extension of Runway 18-36, Taxiway A and Taxiway B. Additional projects as a project engineer included avgas fuel tank, terminal pavement marking plans and Airport Master Plan. Recently, Mr. Overby was the client manager for a General Consulting assignment which included projects such as a new Remain-Over-Night parking apron, new General Aviation Federal Inspection Facility and obstruction clearing. A summary of these projects includes:

- Rehabilitation of Runway 18-36
- Rehabilitation of Runway 9-27
- Extension of Runway 18-36
- Rehabilitation of Taxiway A
- Rehabilitation of Taxiway B
- New Fuel Tank
- Terminal Marking Layout
- Airport Master Plan
- Remain-Over-Night Apron
- New General Aviation Federal Inspection Facility

TALLAHASSEE INTERNATIONAL AIRPORT GENERAL CONSULTING CONTRACTS

PROJECT DETAILS

- Location: Tallahassee, FL
- On-Budget
- On-Schedule
- General Aviation Facilities
- Airport Planning
- Engineering

Robert Overby has served as the Project Manager/Engineer of Record for the Tallahassee International Airport for multiple General Consulting Contracts. As General Consultant, Mr. Overby led the airfield design teams for the Reconstruction of Runway 9-27, extension of Runway 18-36 terminal apron drainage rehabilitation. In addition to airfield design, Mr. Overby was the Project Manager for the rehabilitation of the airport maintenance facility, terminal parking lot rehabilitation, terminal security improvements, terminal building interior renovations.
A summary of these projects includes:

- Runway 9-27 Reconstruction
- Runway 18-36 Extension
- Terminal Apron Drainage Improvements
- Maintenance Facility Renovations
- Terminal Parking Lot Rehabilitation
- Terminal Building Security Upgrades
- Terminal Building Interior Renovations

GREENVILLE DOWNTOWN AIRPORT MASTER PLAN

PROJECT DETAILS

- Location: Greenville, SC
- On-Budget
- On-Schedule
- General Aviation Facilities
- Airport Master Planning

The Greenville Downtown Airport Planning Services and Master Plan Update focuses on providing a 20-year development plan for the busiest General Aviation airport in the state of South Carolina by providing focused yet flexible solutions to facilitating new and expanded activities by several disparate types of airport users and tenants. Additionally, a detailed Runway Safety Area (RSA) determination was included in this study effort to provide analysis and guidance relative to mitigating non-standard RSA conditions for the Airport's primary runway without reducing airfield utility. This will provide for additional usable runway length while maintaining required landing distances. After significant engagement with the FAA Airports District Office, FAA Airports Regional office, State Aeronautics Commission, and FAA Headquarters, Airports Division, the preferred mitigation program was identified and Environmental Assessment monies obligated in advance of ALP approvals. The identified improvement proposes EMAS systems at each end of the primary runway after a 370-foot easterly extension over a county road. This improvement when coupled with a 370-foot displacement to one threshold maintains serves to not reduce landing lengths available for any operation and increases runway lengths for takeoff in all directions. Upon completion of the master plan update, MJ was selected for and completed the Environmental Assessment to correct the nonstandard RSAs and protect critical available runway length.

2 EVALUATION CRITERIA NO. 2 | PAST PERFORMANCE

GREENVILLE-SPARTANBURG 5-YEAR ON-CALL PLANNING TERM AGREEMENT

PROJECT DETAILS

- Location: Greer, SC
- On-Budget
- On-Schedule
- Term Agreement

MJ was awarded a five-year on-call planning assignment with the Master Plan as the first task. For the MPU, MJ utilized specialized software, known as a Data Analysis Tool, to develop a flexible master plan for the client. We also customized a land development tool for the client, which enables the Airport to review and assess potential development opportunities, quickly identify available and appropriate parcels for development, and ensure those parcels are utilized for the highest and best use to maximize the economic benefit for the airport. To date, MJ has been involved in several task assignments under this agreement, including:

- Our first task assignment being the Dynamic Master Plan Update ; Miscellaneous land planning support; Auto parking expansion definition and programming report; Expansion of the existing Fixed-Based Operator (FBO) terminal and the expansion of the existing maintenance facilities (which may also include new maintenance-related buildings)
- Airfield Rescue and Fire Fighting Facility building Construction Resident Project Representative
- Passenger facility charge application support. As of 1/22/2020, these tasks represent $2,038,543 in fee.

MORRISTOWN MUNICIPAL AIRPORT TERM AGREEMENT

PROJECT DETAILS

- Location: Morristown, NJ
- On-Budget
- On-Schedule
- General Aviation Facility
- Airport Master Planning
- Term Agreement

McFarland Johnson provides general planning services including obstruction analysis, runway safety area studies, assistance with miscellaneous on- demand planning tasks, and capital program development. In addition, MJ prepared the most recent Master Plan Update for this very busy general aviation airport located in the metropolitan New York City Region. This airport faced many challenges due to its location, environmental constraints, airspace complexities, high demand for facilities suitable for business aviation, and incompatible land uses adjacent to the airport. While fulfilling the requirements of the FAA for the project deliverables, including the ALP plan set, mapping and obstruction data prepared in accordance with the requirements of Advisory Circulars 150/5300-16A, 150/5300-17B, and 150/5300-18B. A detailed inventory of environmental conditions, including a threatened and endangered species study was prepared. This project also involved analysis of the best uses of limited development space, in terms of serving airport users and revenue growth. Alternatives analysis included significant emphasis on sustainable solutions and incorporation of environmental enhancements into the alternatives. Significant public outreach was included. The outreach included convening a technical advisory committee and a series of public meetings, as well as periodic outreach to environmental organizations and regulatory agencies. The project will culminate in the final Master Plan Update report and GIS-format Airport Layout Plan.

2 EVALUATION CRITERIA NO. 2 | PAST PERFORMANCE

DRBA AIRPORTS GENERAL PLANNING SERVICES TERM AGREEMENT

PROJECT DETAILS

- Location: Delaware, NJ
- On-Budget
- On-Schedule
- General Aviation Facilities
- Airport Master Planning
- Term Agreement

Over the past eight years, under several term contracts and renewals, MJ has provided full-service planning and environmental support to the Delaware River & Bay Authority system of airports that are located in both Delaware and New Jersey. With three general aviation facilities, a part 139 certificated commercial service airport and a joint-use facility, the system is diverse in both activity and facility composition. Planning services provided include two airport master plans, a passenger terminal facility assessment, air cargo operations and facility plan, fuel farm planning, capital improvement planning, AIP project eligibility reviews, and Passenger Facility Charge (PFC) program applications and administration. Environmental planning related services include multiple short environmental assessments, wildlife hazard site visits for each of the general aviation airports, a full wildlife hazard assessment for the commercial service airport and multiple airport-wide

✱The project below is not part of our references. **We understand we cannot use the City of Ocala or OCF as a reference**. However, we are using this information for the sole purpose of highlighting our team's past performance and knowledge of the Airport as it is relevant to our team's expertise.

OCALA INTERNATIONAL AIRPORT TAXIWAY A REHABILITATION

PROJECT DETAILS

- Location: Ocala, FL
- On-Budget
- On-Schedule
- Design & Term Agreements
- Planning Engineering Services

Robert Overby served as Project Manager and Project Engineer for multiple term agreements over the past 20-years at the Ocala International Airport. Throughout this period, he has led multiple airfield rehabilitation projects, design and construction of the new Air Traffic Control Tower and the latest airport master plan update. Projects have included:

- Runway 18-36 Rehabilitation
- Runway 8-26 Rehabilitation
- New Air Traffic Control Tower
- Airport Master Plan Update
- Rehabilitation of Taxiway A (Design)
- Airfield Electrical Improvements

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76982 (cont.)

3 **EVALUATION CRITERIA NO. 3 |** PROJECT APPROACH, WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS

PROJECT APPROACH

The expectation to provide services on time and within budget is built into the corporate culture at McFarland Johnson. As your Project Manager, Robert Overby will have full authority to commit the resources necessary to complete your projects within budget and schedule. Key to successful progression of each task is the ability to provide the right staff to complete the work elements required and to have access to that staff in a timely manner. MJ reviews monthly long-range projections of workload to define what our staffing needs are over the next year. These projections provide us with the information necessary to determine which additional projects we are able to undertake to ensure successful delivery and level of service.

As your Project Manager, Robert will serve as a liaison between the City, OCF and the MJ Team and will be responsible for communicating the project goals to each Project Team member, as well as delegating responsibilities to the proper individuals. He will oversee the Project Team and will hold periodic staff meetings to coordinate ongoing tasks, monitor progress and report back to OCF to maintain continuous communication. He will review staffing requirements on a regular basis to ensure that appropriate staff is available to keep your projects and overall program on schedule and budget. MJ's proactive approach to projects allows all involved staff to maintain awareness of our client's needs and how their project is progressing. In this manner, MJ responds quickly to changing priorities and can reassign staff to 'get it done' for our clients. We emphasize a proactive approach to project management, where we keep our clients fully informed as to project status.

PROJECT MANAGEMENT PLAN

MJ's approach to project management is client driven and focused on communication and coordination, which we view as two of the most important ingredients to any successful project. MJ has established a collaborative management approach comprised of seasoned airfield engineers, planners and specialists that are focused on delivering superior projects, on-time, within budget, and based on consistent communication and coordination with City and OCF staff. The MJ Team's, plan for servicing the City and OCF begins and ends with Robert Overby, P.E. as your Project Manager. **With over 25-years of airfield engineering and management experience, most of which has been working with OCF, Robert has been and will again be integrated within the City and OCF processes.** He has a strong working relationship with Matt Grow based on experience with previous OCF General Consulting assignments. The most recent was as the design Project Manager/Engineer of Record for the rehabilitation of Taxiway "A". With this General Consulting assignment and all future opportunities at OCF, Robert is committed to exceeding your expectations.

COLLABORATIVE PROJECT SCOPING

The most effective way to control the scope of services and minimize the need for future changes is to develop a comprehensive and detailed scope of work in full collaboration with the City, OCF and all members of the project team. Integral to scoping of projects was the forward-thinking approach of the City and OCF to provide their 5-Year Capital Improvement Program for review and to define the types of projects for the three categories of work anticipated (Aviation Planning, Architectural/Engineering Design and Architectural/Engineering Construction Inspection) throughout the contract. Specifically defining these types of projects enabled the MJ Team to assemble the Team and resources upfront. The steps in preparing this collaborative Scope of Services that accurately describes the full level of work needed to achieve the project goals include the following:

- Prepare a detailed Draft Scope of Services and complete internal Team reviews prior to submitting a draft scope and fee to the City and OCF.
- Meet with OCF to review the Draft Scope of Services and revise based on feedback. This also includes review of the associated project fee and budget, as well as discussion of areas where effort may be adjusted to increase efficiencies and reduce cost.
- Prepare and submit the final Scope of Services or project approval and execution.

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76332

3 **EVALUATION CRITERIA NO. 3 |** PROJECT APPROACH, WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS

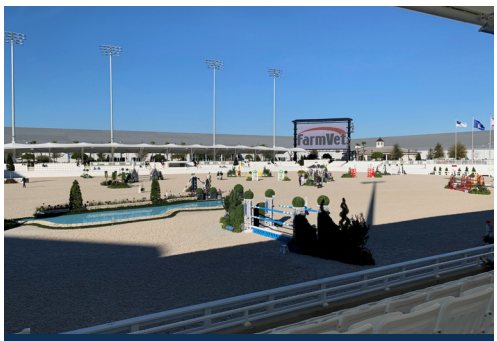
ACTIVE PROJECT MANAGEMENT AND PROGRESS TRACKING

Once the project scope and budget are established, every project at MJ requires development of a written Project Management Plan (PMP) before work can begin to guide execution and management of the project tasks and deliverables. The PMP includes information such as:

- Project Scope of Work
- Detailed project budget
- Detailed project schedule
- Communication plan including name, project role, email, contact number for all MJ Team members
- Quality Assurance and Quality Control measures and report requirements
- A Change Management Plan, and most importantly,
- Client expectations and critical success factors

The PMP will be reviewed by the Principle in Charge, John Mafera, and appropriate Technical Leads. It will be made available to everyone working on the project to ensure complete understanding of responsibilities, schedule, budget and client's needs and expectations. From this basis of collaborative scoping and management planning, regular weekly project meetings, progress reports/ reviews, and earned value tracking will be used to actively track the progress of the project design and identify any potential scope change or additional work well in advance. During construction, the MJ Team will work closely with OCF and project stakeholders to review any change requests for reasonableness and seek available alternative options that maintain the construction budget and schedule. **By utilizing this proven appraoch, the MJ Team will develop and execute a comprehensive scope of work that limits changes or additional work due to scope creep and/or missed work items.**

STAKEHOLDER MEETINGS



World Equestrian Center, Ocala, FL

Based on project size and duration and the City's goals for stakeholder and community engagement, the project may include Stakeholder Meetings. These meetings will ensure the City, OCF and stakeholders are aware of the design status, potential project concerns, and provide an avenue to provide input prior to milestone submittals. The list of appropriate stakeholders will be identified through coordination between MJ and OCF to ensure all necessary groups are included. Potential stakeholders include OCF staff such as Operations and Maintenance, Sheltair Aviation, Flight Schools, and the Air Traffic Control Tower. **An additional stakeholder to consider is the World Equestrian Center (WEC) due the proximity to the Airport and subsequent operational impacts.** Stakeholder engagement programs and meetings have proven to be successful at minimizing questions and identifying items that the design team may not be aware of. Most important is that these meetings have proven to help address potential cost sensitive items during design as opposed to construction which may cause delay or additional cost.

QUALITY SERVICES & QUALITY CONTROL

A unique aspect to the MJ Team organizational structure and project approach is our QA/Strategic Advisors. Quality Assurance (QA) will be led by two senior aviation experts who will assist Robert with identifying and committing appropriate staff for independently reviewing project deliverables. **As Strategic Advisors, Jeffery Wood and William Verfus will also be called upon as "subject matter experts" for engineering, construction, and planning topics for the entire team.** MJ believes that Quality Assurance (QA) is one of the most critical aspects to successful

project delivery. Additionally, for a full-service consulting assignment such as this, proper QA can best be led by an independent subject matter expert. As Strategic Advisors to the Team for this contract, Jeff and William will provide the City with the following key benefits:

1. Lead Quality Assurance for projects within their subject matter or expertise. This effort will include identifying and committing the QA team for each project.

2. Serve as a technical advisor to the Planning, Architectural/Engineering Design and Construction Service Leads when called upon to provide independent and unbiased design or planning guidance. As a team of aviation professionals, MJ commits to maximizing our depth of knowledge and resources utilizing all of our experience, skill sets, and lessons learned firmwide

WORKING WITH THE CITY OF OCALA, OCALA INTERNATIONAL AIRPORT & REGULATORY AGENCIES

Understanding the City and OCF is critical to successfully executing projects on time and within budget. **MJ's project manager, Robert Overby, has worked with Ocala International Airport for the majority of his 25-year career as your general consulting project manager and engineer of record on several projects, and understands what is required to successfully execute projects for the City and OCF.** Additionally, our subconsultant partners have significant experience managing and executing projects for the City and OCF staff. This level of past and present experience working with the City and OCF staff, gives the MJ Team an unparalleled understanding of the processes necessary to execute, manage and deliver projects successfully with no learning curve required.

FAMILIARITY WITH FAA, FDOT AND FL REGULATORY AGENCIES

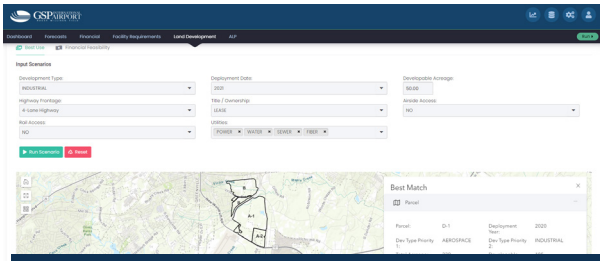
Project Manager Robert Overby and our subconsultant partners have strong existing relationships with the FAA Orlando ADO and Southern Region and FDOT District 5, FDOT Central offices and the St. Johns River Water Management District., providing exceptional access and coordination with federal and state aviation officials. When the need arises, coordination meetings to discuss regulatory guidance or review project scopes, budgets and overall program needs can be scheduled with a quick phone call from our Project Manager to FAA and FDOT partners, greatly increasing the efficiency and success of projects. **Robert has worked with Jennifer Ganley (FAA Orlando ADO) and Allison McCuddy (FDOT District 5) throughout his career on projects at airports throughout Florida, including the Ocala International Airport. Additionally, Amy Reed (FAA Environmentalist) began her career with MJ Team Member Environmental Resource Solutions (ERS). While with ERS, Amy worked on numerous projects with Mr. Overby at the Ocala International Airport, Tallahassee International Airport and Jacksonville International Airport.**

TECHNOLOGY

In addition to providing local responsive service and coordination with the City, OCF, and regulatory agencies, MJ utilizes existing and available technology to streamline the project process and ensure efficient, cost-effective communication and project deliverables. Further, the MJ Team takes pride in being an innovator in the aviation industry, developing advanced technology applications such as our cloud-based Dynamic Aviation Planning Solutions and Airport Inspection Tools. Additionally, MJ employs cutting-edge technology in the workplace including the successful application of the newest advances in project management and project delivery. Understanding that innovation is critical to ensure success for our aviation clients and our business, innovation is an inherent quality in the culture of our company, and it drives maximized value for our clients.

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76932.)

VALUE-ADDED TOOLS AND SERVICES



MJ's Dynamic Land Development Tool Allows Our Clients to Quickly Evaluate Possible Real Estate Development Opportunities Against Their Portfolio Of Land Assets And Quickly Capitalize On Development Opportunities.

One example that demonstrates our application of innovation in ways that maximizes value for our clients is MJ's development of the proprietary Dynamic Analysis Tool (DAT). The DAT is a robust and flexible online tool, developed during the airport planning process, which analyzes future airport scenarios using basic user inputs, allowing an airport sponsor the ability to consider how changes in aircraft operations, cost structure, or even change in airport mission would impact future development and financial outcomes. This allows for consideration of both likely and unforeseen scenarios and adjusts airport plans cost structure and space allocation to incorporate these inputs and scenarios. The growing popularity of MJ's dynamic master plans is a strong indication that our clients value the usefulness the DAT delivers well into the future in this ever-changing industry.

A second value-added service that we are able to offer our clients to assist with difficult development decisions are our modeling and visioning capabilities. MJ utilizes cutting-edge modeling software and techniques to quickly, efficiently, and accurately display rich visualizations of potential solutions, providing an unmatched level of project understanding for our clients. **We utilize these ultra-realistic visualizations to illustrate alternative development options and designs in a virtual environment that is nearly true to life. MJ's visualization capabilities not only provide a comprehensive understanding of the project to our clients but can also be used in enhanced public outreach programs to help individuals better understand the projects taking place in their communities,** which in turn allows for better input from those who will be impacted the most. A specific example of this as it relates to OCF is the proposed Burrell Development and t-hangars on the west and north side of the airport and new hangar development on the south side of the airport. These renderings were created by MJ based on information gathered at the various Airport Advisory Committee meetings and will allow us to immediately execute on your development goals and initiatives.

MJ DEVELOPED 3-DIMENSIONAL MODEL OF HANGAR DEVELOPMENT BASED ON INFORMATION GATHERED FROM AIRPORT ADVISORY MEETINGS

MJ DEVELOPED 3-DIMENSIONAL MODEL OF PROPOSED WEST SIDE MRO AND NORTH SIDE T-HANGAR DEVELOPMENT BASED ON INFORMATION GATHERED FORM AIRPORT ADVISORY MEETINGS

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c7(6932.)

WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS

SCHEDULE AVAILABILITY

It is MJ's policy to be selective in responding to Requests for Qualifications. We are committed to focusing on airport projects where our experience and capabilities are well-suited to serve the sponsor's needs. We pride ourselves on maintaining a proactive system of tracking workload to ensure that we have the resources to complete the work required in a timely manner. **With our Team's depth and diversity of personnel, we will successfully deliver any project that may arise at OCF from this agreement and will dedicate our proposed Project Team throughout the length of the General Consultant Agreement.**

Project Lead	Job Number	2021												> 12 Months	Remain. FTE Mo.
		JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC		
															0.0
															0.0
JLM	18495.00	2.0	2.0	2.0	2.0	2.0	1.0	1.3							0.0
JLM	18219.06	1.0	1.0	0.6											0.0
JRW	18534.00	1.2	1.2	1.1	0.4										0.0
MTO	18519.00	0.4	0.2												0.0
RLL	18026.12	0.4													0.0
LFC	18423.00	0.5	0.3												0.0
RLL	18535.02/4	0.5	0.8	0.8	0.8	0.5	0.1								0.0
LFC	18420.00		0.5												0.0
RLL	17970.09	0.4	0.1												0.0
RLL	18462.07	0.1	0.1	0.1	0.1	0.1	0.2	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.0
RLL	18462.05	1.0	0.6	0.6	0.6	0.5	0.5	0.4							0.0
RLL	18702.00	1.5	1.5	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	1.5	0.0
ZAS	18389.00	0.7	0.2												0.0
ZAS	17891.15	0.2	0.1	0.1	0.1	0.1									0.0
ZAS	18241.02	0.5	0.7	0.5	0.1	0.1	0.1	0.1							0.0
ZAS	18398.02		0.1	0.1	0.1										0.0
ZAS	18346.01	0.1													0.0
ZAS	18536.01	0.1	0.1	0.1	0.1										0.0
ZAS	18277.04	0.1		0.1			0.1								0.0
ZAS	18517.00	0.3	0.3	0.4	0.5	0.4	0.4	0.5	0.3	0.1	0.1	0.1	0.1		0.0
ZAS	18496.00	0.4	0.5	0.5	0.5	0.6	0.5	0.4	0.5	0.4	0.2	0.2	0.1		0.0
ZAS	18557.01	0.1		0.1		0.1			0.1		0.1				0.0
ZAS	18490.01	0.2	0.2	0.8	0.2	0.2	0.5	0.5	1.0	0.4	0.4	0.8	0.8	3.5	0.0
ZAS	18302.13	0.1			0.1			0.1			0.1			0.1	0.0

MJ uses the above detailed workload tracking system to identify project requirements by staff member for a rolling 12-months

The expectation to provide timely services within budget is built into MJ'S corporate culture. Project Manager, Robert Overby, will have full authority to commit the resources necessary to complete your projects within budget and schedule. Having access to the right staff is key to successful progression of each project and task. The table below provides a list of key staff for this project (as presented in Evaluation Criteria No. 1) and indicates their availability for your project. Please note that we have accounted for vacation time, technical conferences, administrative duties, and other potential assignments. **Be assured that these staff members will be available for your project from beginning to end and will be supported by additional planners, engineers, environmentalists, and other professionals not listed in this proposal as needed.**

TEAM MEMBER	ROLE	% AVAILABILITY
Robert Overby	Project Manager	60%
John Mafera	Principal-In-Charge	15%
Jeffrey Wood	Strategic Advisor - Planning and Environmental	15%
William Verfus	Strategic Advisor - Construction and Engineering	15%
Amanda Sheridan	**LEAD** Airport Engineer	60%
Matt O'Brien	Senior Airfield Engineer	40%
Scott Shilleto	Airfield Engineer	60%
Zach Nelson	**LEAD** Senior Aviation Planner	60%
Richard Lucas	Senior Aviation Planner	50%
Brady Brewster	Aviation Planner	70%
Robert Toomey	Senior CAD Technician	40%
Josepth Petzak	**LEAD** Construction Inspector	90%
Robert Buerkle	Senior Engineer & Construction Mgr.	50%
David Rosa	**LEAD** Senior Environmental Specialist	50%
Georgeanna Nugent	Senior Environmental Planner & Regional Director	60%
Kelli Walters	**LEAD** Aviation Grants Mgr.	30%
Zachary Staff	Sr. Aviation Planner/Financial Specialist	40%
Scott LeCount	Sr. Aviation Planner/Financial Specialist	40%
Megan Carter-Witt	Aviation Planner/Financial Specialist	40%
Christopher Kopec	Senior Mechanical Engineer & Regional Dir. of Facilities	60%
Charles Howe	Senior Electrical Engineer	50%
Michael Eckhardt	Senior Mechanical Engineer	60%
Chad Phillips	Senior Structural Engineer	60%
Anthony Shuba	Dynamic Technology Solutions & Automation Mgr.	40%
Laura Sau	Visualization Specialist	40%

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76982 (cont.)

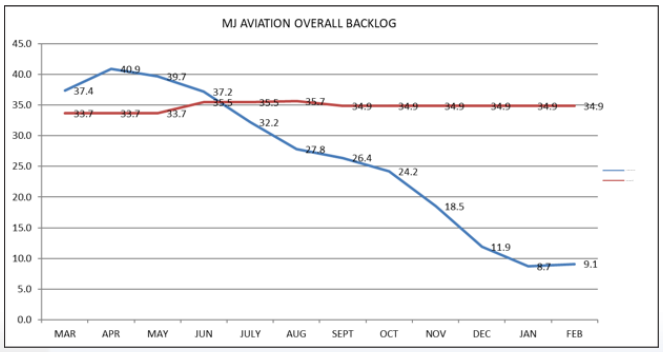
WORKLOAD PROJECTION

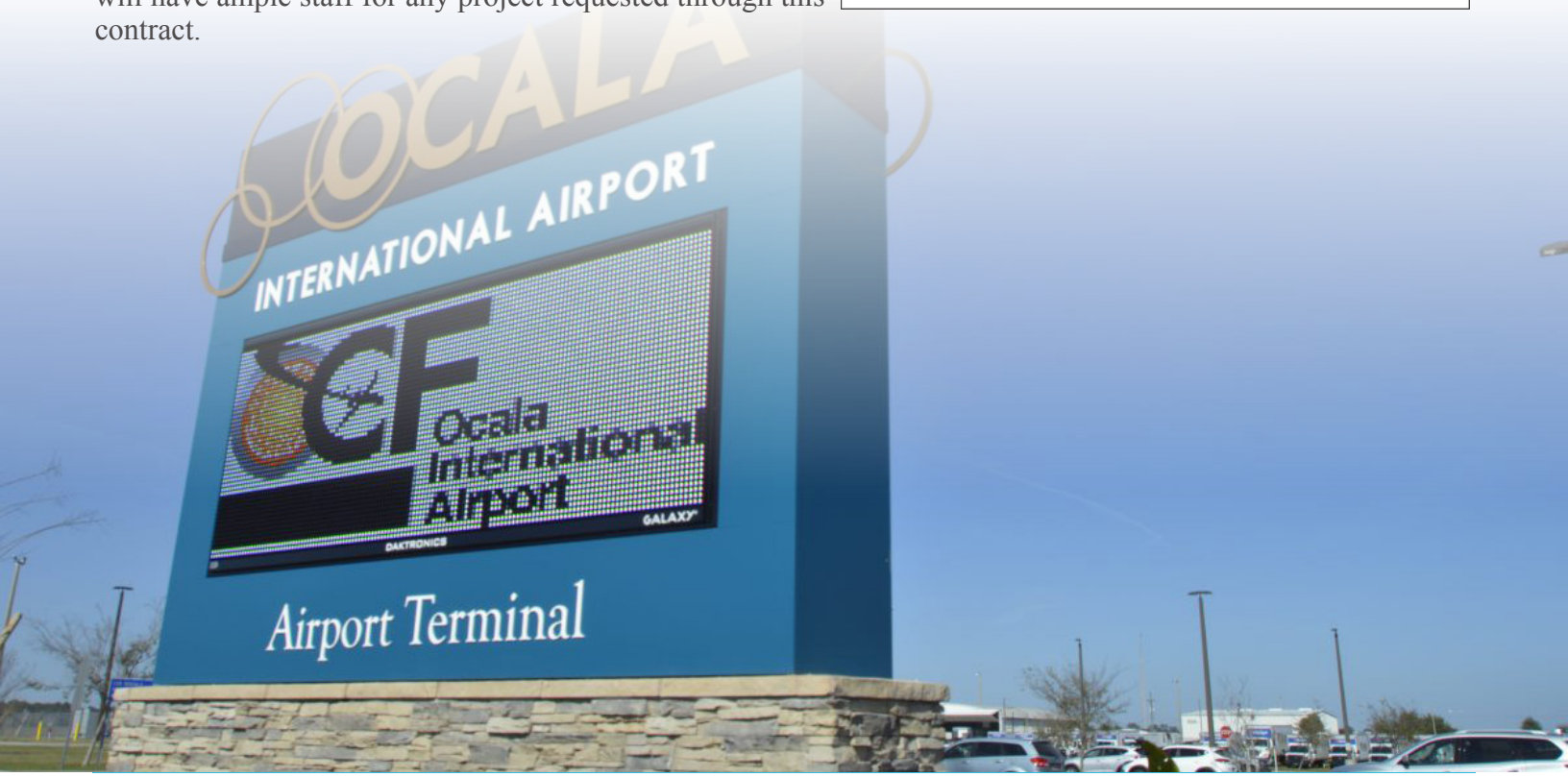
MJ Project Managers review and report on current project status and future anticipated projects on a monthly basis. This data is utilized to develop a real time workload projection for the overall company in addition to Aviation Planning and Aviation Design/Construction staff. **This data is utilized by Project Managers to collaboratively work together by sharing workload, ensuring all projects, regardless of location are staffed to ensure schedules and budgets are met.** This data is also utilized to prepare for short term or long-term staffages, which ultimately guides our hiring process.

As Robert Overby develops the project scopes and schedules with OCF staff, he will schedule the necessary staff to meet the project deadlines. Mr. Overby will also work closely with the various MJ Team disciplines leads, such as **Amanda Sheridan (Engineering Design) and Zach Nelson (Planning)** to ensure the appropriate staff resources and specialty skill sets are committed to OCF to ensure your goals for project design and delivery are met. At **McFarland-Johnson we take these personnel commitments seriously – we are all cognizant of the fact that when a schedule is agreed to, we have given you a promise that we will meet all of our responsibilities. That is a promise we intend to keep.**

CURRENT WORKLOAD PROJECTION

At right, the MJ Aviation Division's Overall Staff backlog represents the amount of aviation planning, design and construction work that is under contract and scheduled during the next 12 months versus the aviation staff that is available. This data represents the overall MJ Recent and Current Workload requested. It should be noted that this graph only includes work under contract and not anticipated work which MJ has been selected for. Based on the data, MJ will have ample staff for any project requested through this contract.





Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76932

4 EVALUATION CRITERIA NO. 4 | RECENT, CURRENT, AND PROJECTED WORKLOADS OF THE FIRM

Aviation Planning: 12-Month Look-Ahead

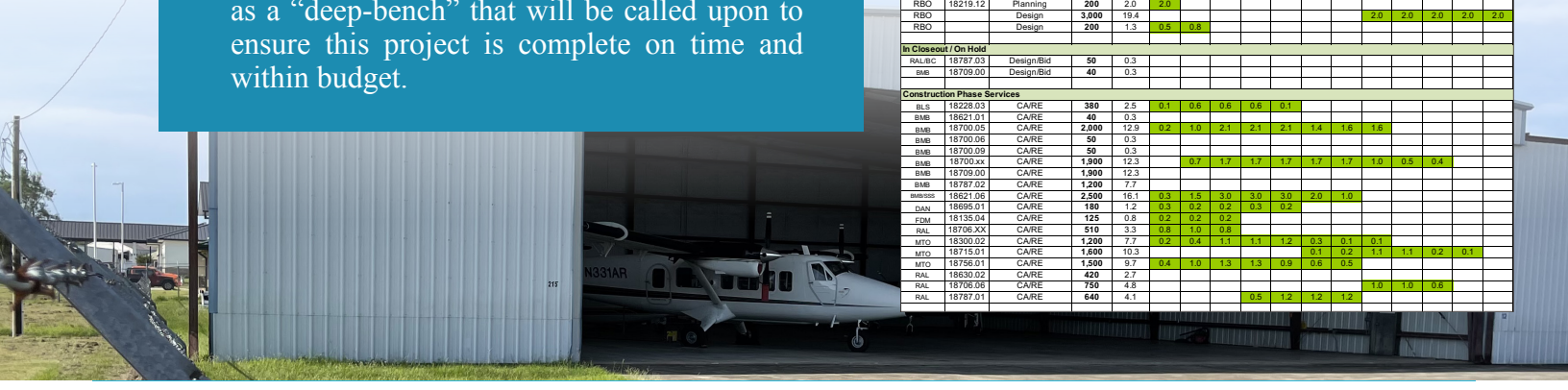
Project Lead	Job Number	Project Description	ETC Hours	FTE Months	2022 MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2023 JAN	FEB
JLM	18495.00	GRR Real Estate Development Plan	120	0.8	0.4	0.2	0.2									
LFC	18423.00	Presque Isle MPU	80	0.5	0.3	0.2										
RLL	18535.02/4	DRBA Terminal PDP - PAUSED BY DRBA - TBD	550	3.5												
RLL	18462.08	Hyannis Planning Support (Biz Plan, PFC)	60	0.4	0.1	0.1	0.1	0.1								
RLL	18462.05	Hyannis MPU	10	0.1	0.1											
RLL	18702.00	St. George Master Plan	1,400	9.0	2.0	2.0	2.0	2.0	1.0							
ZAS	18517.00	Delaware Coastal MPU	220	1.4	0.2	0.4	0.4	0.2	0.2							
ZAS	18496.00	New Castle (PA) MPU	280	1.8	0.5	0.6	0.5	0.2								
ZAS	18490.01	Orange County MPU (2019)	1,250	8.1	0.2	0.2	0.8	0.8	0.8	0.8	0.5	0.5	0.5	0.5	0.5	0.5
ZAS	18113.02	Trenton PFCs (Planners Only)	100	0.6			0.1	0.1	0.1	0.1	0.1	0.1				
ZAS	18441.06	Republic ALP Update	900	5.8	0.5	0.8	0.4	0.4	0.4	0.4	0.4	0.4	0.5	0.5	0.5	0.5
ZAS	18302.15	ELM Obstruction Study	300	1.9	0.5	0.5	0.5			0.1	0.1		0.1	0.1		
ZAS	18398.07	Perry Warsaw Land Acquisition Services	130	0.8	0.2	0.1	0.3	0.1	0.1							
ZAS	18536.03	AVL PFCs	60	0.4	0.1	0.1	0.1	0.1								
ZAS	18893.01	MVY PFCs	80	0.5	0.2	0.1	0.1	0.1								
ZAS	18241.14	BGM PFCs	100	0.6										0.1	0.1	0.1
ZAS	18893.02	Martha's Vineyard Rates & Charges	40	0.3	0.2	0.1										
ZAS	18432.19	Watertown Land Acq Services	600	3.9	0.1	0.3	0.3	0.3	0.4	0.3	0.3	0.3	0.3	0.3	0.3	0.3
CGN	18693.00	Nebraska SASP	1,900	12.3	1.3	1.3	1.3	0.7	0.7	1.3	1.3	1.4	1.5	1.5		
LFC	18691.09	Nantucket ALP Update/Geometry Review	930	6.0	1.0	1.0	1.0	1.0	1.0	1.0						
ZEN	18730.00	BQN ALP & Airspace	1,200	7.7	0.5		1.0	1.0	1.0	1.0	1.0	1.0	1.0	0.2		
LFC	18695.05	IZG Hangar Study	40	0.3	0.3											
JLM	18707.01	BCAD On-Site Support	500	3.2	1.0	1.0	1.0	0.2								
JLM	18811.02	EYW Terminal Design	580	3.7	0.5	0.5	0.5	0.5	0.5	0.5	0.4	0.3				
JRW	18839.00	HVN EA	40	0.3	0.2	0.1										
ZEN	18884.00	GMU EA Planning Support	60	0.4	0.2	0.2										
ZEN	18620.01	Columbus GA MPU (Sub to Holt)	1,000	6.5	0.8	0.8	0.8	0.8	0.8	0.9	0.8	0.8				
ZEN		Gulf Shores AL EA - Noise Model	0	0.0												
		High Confidence Projects														
LFC	18756.02	WVL Master Plan Phase 1	810	5.2						0.5	0.5	0.5	0.5	0.5	0.5	0.5
LFC	18735.xx	SFM ALP Update	800	5.2						0.5	0.5	0.5	0.5	0.5	0.5	0.5
LFC	18691.xx	Nantucket Master Plan - Phase 1	2,000	12.9						1.0	1.0	1.0	1.0	1.0	1.0	1.0
MTO	18519.01	MaineDOT Aviation System Plan - Phase II	2,050	13.2	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
MTO		MVY Part 150 Noise Study	700	4.5	0.1							0.3	0.3	0.3	0.3	0.3
ZEN	18219.xx	Greenville Design Guidelines	500	3.2						0.5	1.2	1.2	0.3			
ZEN	18219.xx	Greenville Land Development Plan Update	1,000	6.5					0.5	1.0	1.0	1.0	1.0	1.0	0.5	0.5
JLM		BCAD FLL T4 Modernization	1,600	10.3	0.3	1.5	2.0	1.5	1.0	0.5	0.8	1.0	1.0	0.5	0.2	
JLM		BCAD HWO ATCT PDD	600	3.9		0.3	0.5	0.5	0.8	0.5	0.5	0.5	0.3			
		BCAD On-Call Planning	650	4.2		0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.2
		BCAD Gate Optimization Study	840	5.4		0.2	0.2	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4
RLL	TBD	Trenton Public Outreach	260	1.7		0.3	0.2	0.2	0.3	0.3	0.2	0.1	0.1			
ZEN		Columbus GA MPU - Phase 2 (Sub to Holt)	1,050	6.8								0.8	0.8	0.8	0.8	0.8
ZAS		Grove City MPU	1,300	8.4		0.1	0.3	0.5	0.7	1.0	1.0	1.0	0.7	0.5	0.5	0.5

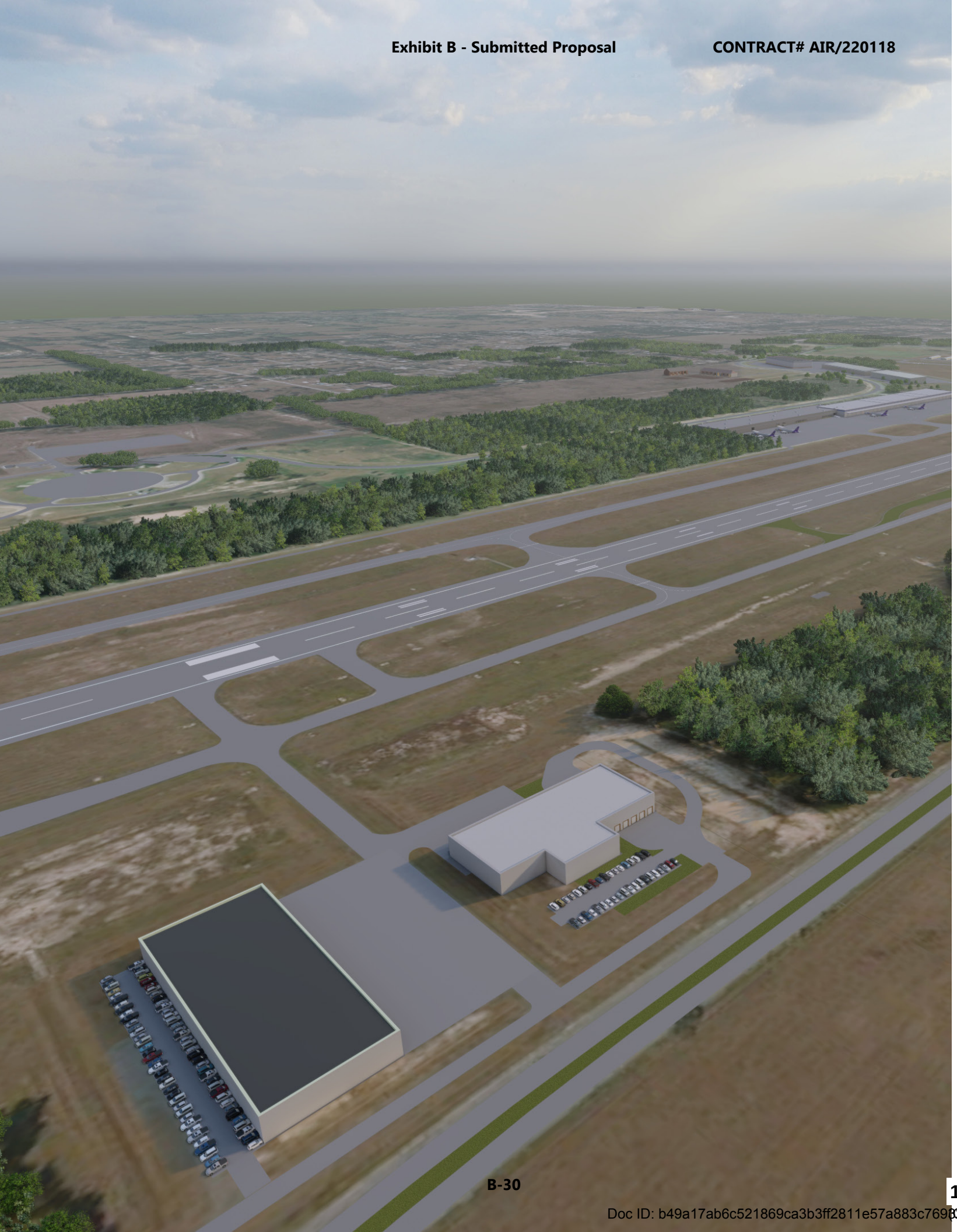
MJ's workload data can be further evaluated based on Planning and Design/Construction staff for both existing and planned projects. The data presented to the left is indicative of the data MJ's project managers review on a monthly basis that generates the overall MJ workload graph shown in the previous page.

Airport Design/Construction Inspection: 12-Month Look-Ahead

Project Lead	Job Number	Task Description	ETC Hours	FTE Months	2022 MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC	2023 JAN	FEB
Design and Planning Support																
BLS	18361.07	Project Management	570	3.7	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3
BLS/RJL	18853.01	Design/Bid/CA	300	1.9							0.1	0.1	0.2	0.4		
BMB	18643.00	PM/CM	200	1.3	0.1	0.1	0.2	0.2	0.2							
BMB/DPB	18700.08	Design Only	1,250	8.1	3.0	2.6	1.0	0.5								
BMB/DPB	18834.00	Design/Bid	30	0.2			0.2									
BMB/SSS	18621.04	Field/Env Doc	20	0.1			0.1									
BMB/SSS	18621.05	Design / Bid	20	0.1			0.1									
MTO	18226.26	Environmental	40	0.3	0.1	0.1										
MTO	18519.02	Planning	950	6.1	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3
MTO	18695.01	Admin	80	0.5				0.1	0.1							
MTO	18695.02	Environmental	360	2.3	0.1	0.1		0.1		0.1		0.1		0.1		
MTO	18695.05	Planning	20	0.1	0.1											
MTO	18715.01	Design/bid	250	1.6	1.0	0.5	0.1									
MTO	18756.02	Planning	0	0.0												
MTO	18695.AA	Design/Permit	3,000	19.4	0.2	0.4						0.2	0.4	0.2		
MTO	18695.BB	Design / Bid	300	1.9	0.1					0.1	0.1	0.5	0.3			
MTO	18695.CC	Design/Permit	60	0.4												
MTO	18735.XX	Planning	40	0.3											0.1	0.1
MTO	18893.CC	Planning	400	2.6												0.1
MTO	18893.AA	Design/Bid	2,800	18.1					0.1	0.4	0.2	0.5	0.6	0.5		
MTO	18893.BB	Planning	590	3.8	0.1	0.1						0.2	0.5	0.1		
RAL	18226.22	Design	310	2.0	0.5	0.5										
RAL	18630.02	Design/bid	20	0.1	0.1											
RAL	18691.14	Environmental	140	0.9	0.4	0.3	0.2									
RAL	18691.09	Planning	260	1.7	0.5	0.4	0.4	0.4								
RAL	18691.XX	Planning	200	1.3	0.5	0.4	0.4									
RAL	18691.XX	Design/Bid	50	0.3	0.3											
RAL	18691.XX	Design/Bid	200	1.3		0.5	0.4	0.4								
RAL	18691.XX	planning	200	1.3		0.4	0.4	0.5								
RAL	18706.01	Design only	730	4.7	1.1	1.2	1.0	1.0								
RAL/DPB	18930	Design/Bid	1,200	7.7	0.5	0.5	0.5	1.0	1.0	1.2	1.0	1.0	1.0			
JRW	18839.00	Prelim Design	180	1.2	0.7	0.5										
RAL	18706.06	Design / Bid	1,000	6.5	2.0	2.2	0.5									
JM	18691.10	Permitting	80	0.5	0.2	0.2	0.1									
SSS	18907.02	Design	74	0.5	0.1	0.1	0.1									
SSS	18907.05	Design	54	0.3	0.1	0.1										
SSS	18907.xx	Design	200	1.3				0.1	0.2	0.1	0.1	0.1	0.1			
RBO	18221.16	Design/Planning	40	0.3	0.2	0.1										
RBO	18221.15	Design/Planning	40	0.3		0.3										
RBO	18855.00	Design/Planning	90	0.6	0.3	0.3										
RBO	18221.18	Design/Planning	20	0.1	0.1											
RBO	18219.12	Planning	200	2.0	2.0											
RBO		Design	3,000	19.4								2.0	2.0	2.0	2.0	2.0
RBO		Design	200	1.3	0.5	0.8										
In Closeout / On Hold																
RAL/BC	18787.03	Design/Bid	50	0.3												
BMB	18709.00	Design/Bid	40	0.3												
Construction Phase Services																
BLS	18228.03	CA/RE	380	2.5	0.1	0.6	0.6	0.6	0.1							
BMB	18621.01	CA/RE	40	0.3												
BMB	18700.05	CA/RE	2,000	12.9	0.2	1.0	2.1	2.1	2.1	1.4	1.6	1.6				
BMB	18700.06	CA/RE	50	0.3												
BMB	18700.09	CA/RE	50	0.3												
BMB	18700.xx	CA/RE	1,900	12.3		0.7	1.7	1.7	1.7	1.7	1.7	1.0	0.5	0.4		
BMB	18709.00	CA/RE	1,900	12.3												
BMB	18787.02	CA/RE	1,200	7.7												
BMB/SSS	18621.06	CA/RE	2,500	16.1	0.3	1.5	3.0	3.0	3.0	2.0	1.0					
DAN	18695.01	CA/RE	180	1.2	0.3	0.2	0.2	0.3	0.2							
FDM	18135.04	CA/RE	125	0.8	0.2	0.2	0.2									
RAL	18706.XX	CA/RE	510	3.3	0.8	1.0	0.8									
MTO	18300.02	CA/RE	1,200	7.7	0.2	0.4	1.1	1.1	1.2	0.3	0.1	0.1				
MTO	18715.01	CA/RE	1,600	10.3						0.1	0.2	1.1	1.1	0.2	0.1	
MTO	18756.01	CA/RE	1,500	9.7	0.4	1.0	1.3	1.3	0.9	0.6	0.5					
RAL	18630.02	CA/RE	420	2.7												
RAL	18706.06	CA/RE	750	4.8								1.0	1.0	0.6		
RAL	18787.01	CA/RE	640	4.1				0.5	1.2	1.2	1.2					

MJ Project Managers work together to ensure success on all projects for all clients. In the event of an accelerated project schedule to acquire FAA grant funding, to meet the needs of a tenant or any other reason, MJ's collaborative approach to staffing and workload projections allows for additional resources not specifically identified in the organizational chart to be called upon. This approach provides an extensive resource of additional planners, engineers and construction specialists that essentially act as a "deep-bench" that will be called upon to ensure this project is complete on time and within budget.





Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76982 (cont.)

ROBERT B. OVERBY, PE, LEED AP

MJ | PROJECT MANAGER

Mr. Overby's experience encompasses over 25-years of dedicated aviation experience in airfield design and planning. Project examples include runway/taxiway/apron construction and/or rehabilitation, terminal/hangar site design, construction management/inspection, grant preparation/management and agency coordination. Airport experience includes general aviation and commercial service airports primarily throughout the southeastern United States. Mr. Overby has worked closely with the FAA's Orlando Airport's District Office and Florida Department of Transportation.

RELEVANT EXPERIENCE

Runway 8-26 Rehabilitation, Ocala International Airport, Ocala, FL-Lead Airfield Civil Engineer. For this runway rehabilitation project, coordinated with FDOT to obtain funding, and developed technical specification for cold-in-place recycling instead of normal mill and overlay.

Runway 9-27 Reconstruction Program, Tallahassee International Airport, Tallahassee, FL-Project Manager. Managed the Runway 9-27 Reconstruction and Runway 18-36 Extension(s) and Rehabilitation. The Runway 18-36 project included extending the runway and parallel taxiway to continue operations with no impact to the commercial air carriers at the Airport during the reconstruction of the primary runway. The approach lighting system and ILS was relocated and a fiber-optic control system installed. The project consisted of earthwork to re-profile the runway to FAA design standards and replacement of all runway lights and signage.

Runway 18-36 Rehabilitation, Ocala International Airport, Ocala, FL-Project Manager. Project included design and bidding phase services for the rehabilitation of Runway 18-36, which was accomplished in less than 60 days. Project included a mill and overlay of the primary runway, which was closed for one week to minimize long term impacts to operations.

Runway 14-32 Rehabilitation, Jacksonville Executive Airport, Jacksonville, FL-Project Manager. Project scope included a mill and overlay, a limited number of connector taxiways, and geometric updates to meet current AC requirements. Project included design, bidding, and construction phase services for the rehabilitation of Runway 14-32 and associated taxiway connectors.

Taxiway N Pre-Engineering, Daytona Beach International Airport, Daytona Beach, FL-Project Manager. Oversaw the evaluation of existing conditions of Taxiway N. Project also included preliminary development of the reconstruction program.

Terminal Rehabilitation Central Circulation Space Design Services, Tallahassee International Airport, Tallahassee, FL-Project Director. Managed the new expanded Security Screening Checkpoint and terminal modernization design, including renovations to existing fire alarm, public address, access controls, and emergency notifications systems.

Airport Security Improvements Design Services, Tallahassee International Airport, Tallahassee, FL-Project Director. Managed design services to review and assess the conditions of the existing security, CCTV, and MUFIDS systems and provided design enhancements to improve the systems in the terminal buildings, the property perimeter, and at other locations such as the fuel farm, ATCT, cargo areas, and operations center.

Taxiway N Reconstruction, Daytona Beach International Airport, Daytona Beach, FL--Project Manager. Provided construction management services for the reconstruction/rehabilitation of Taxiway N, Taxiway P and associated taxiways**.**

ROBERT B. OVERBY, PE, LEED AP

MJ | PROJECT MANAGER

Taxiway Y Construction, Daytona Beach International Airport, Daytona Beach International Airport, Daytona Beach, FL--Project Manger. Provided construction management services for the construction of a new by-pass taxiway.

Runway 16-34 Runway Assessment, Asheville Regional Airport, Asheville, NC-Project manager for the pavement and geometrical assessment of Runway 16-34. Project led to the construction of a new parallel taxiway to allow for reconstruction of Runway 16-34.

Concourse A and C, Jacksonville International Airport, Jacksonville, FL - Project Engineer responsible for providing design and construction administration services for the Concourse A and C aircraft parking apron associated with new concourse construction. Design included airfield lighting, signage and drainage. Responsibilities included coordination with the design team with respect to aircraft parking during construction to minimize aircraft impacts and development of a detailed phasing plan that included modeling of aircraft parking and taxiing in conjunction with various phases of construction. Project Owner: Jacksonville Aviation Authority

Airfield Modifications, Fort Lauderdale-Hollywood International Airport, Fort Lauderdale, FL - Project Engineer responsible for the design of high-speed Taxiway B2, which included a detailed analysis of the geometries and optimal taxiway location. Also responsible for coordination with five (5) other design teams to provide one cohesive design package. The project included design and construction phase services for multiple high-speed exits and connecting taxiways associated with Runway 10L-23R. The design effort was completed on an accelerated design schedule utilizing multiple design teams. High-speed taxiway design was based upon the FAA's REDIM software. Extensive coordination with airlines and FAA staff throughout the project to minimize airport operations was performed. Project included bituminous and concrete pavement design, grading and drainage design, pavement marking/grooving and airfield electrical upgrades (2007). Project Owner: Broward County

Customs Border Patrol Facility Expansion, Key West International Airport, Key West, FL - Engineer responsible for quality control for the design documents, including plan and technical specification review. Planning, design, and construction administration services are being provided for an expansion to the existing Customs Border Patrol facility. Currently, the facility processes 15 passengers per hour. The expanded facility accommodates 150 passengers per hour. Extensive coordination with federal agencies (i.e. DHS and CBP), as well as the FAA and FDOT was required. Project Owner: Monroe County

Elevated Maintenance Facility Design, Key West International Airport, Key West, FL - Engineer responsible for providing constructability review of the final design and construction phase services and Project Manager of Construction Administration Services. Duties included leading the building permit coordination, comment responses and VE revisions and supporting client grant management, and closeout. The scope of work included construction of an elevated airport maintenance vehicle and storage facility area that is connected to the existing elevated airport parking deck. Project Owner: Monroe County

Terminal Expansion Study, Greenville-Spartanburg International Airport, Greer, SC - This project entailed study and development of a project definition and programming (PDP) report that identifies a preferred commercial terminal development program to enable GSP to accommodate up to and beyond 3 million annual enplaned passengers. The resultant $170 million dollar program provides for two concourse expansions, eight additional aircraft gates, expanded commercial aircraft apron (including RON apron), an FIS facility, expanded outbound baggage system, an additional three-unit baggage claim, an expanded administrative suite and significant roadway modifications and terminal curb improvements. Project Owner: Greenville-Spartanburg International Airport

JOHN L. MAFERA, JR.

MJ | PRINCIPAL-IN-CHARGE

Mr. Mafera is a highly-motivated airport consulting professional with 25 years of unique airport planning, design, project and program management experience. He has had direct experience across a broad spectrum of client types and airport issues. Mr. Mafera has served as the business unit leader for a national aviation planning group, aviation business and project and program manager for a variety of multi-disciplinary airport and municipal contracts. Mr. Mafera has specific project experience including strategic airport development plans, airport business and commercial development plans, airport master plans, airport land use planning, eALP and ALP updates, noise compatibility studies, airport site selection and feasibility studies, heliport design, environmental assessments, EMAS and runway safety area studies, aviation forecasting, airport capacity studies, instrument approach and flight procedure planning, and airspace and obstruction analyses. Mr. Mafera is also a certified, instrument-rated, private.

RELEVANT EXPERIENCE

Gerald R. Ford Strategic Real Estate Development Plan, Gerald R. Ford International Airport, Grand Rapids, MI - Project Manager Gerald R. Ford International Airport (GRR), the second busiest commercial service airport in Michigan, is comprised of approximately 3,130 acres of land with approximately 900 acres of property available for lease and development. There are specific real estate development opportunities that require or are significantly enhanced by the presence of the Airport. MJ has been tasked with identifying these aviation/real estate relationships, determining which types of development are appropriate for and desired by the Airport and developing a Strategic Real Estate Development Plan to guide and facilitate desired aviation and non-aviation real estate development. To achieve this objective, MJ will prepare a master land use and site development plan for specific parcels on or adjacent to GRR based on current regional and national market trends and conditions obtained through a real estate market analysis. The unified master land use plan and associated development concepts will provide a framework for future development, evaluate development phasing, costs and financial impacts, identify a strategic implementation action plan and include a comprehensive marketing program and tools to target potential tenants. Project Owner: Gerald R. Ford International Airport Authority

Monroe County (FL) Airports General Consultant 5-Year Term Agreement, Key West Int'l & Florida Keys Marathon Airports, Multiple Locations, FL - Project Manager and Program Manager responsible for coordinating numerous tasks assignments under this agreement. MJ has provided planning, general environmental services, design, permitting and construction services for a number of taks under this term agreement, including a four-bay rental car wash facility at Florida Keys Marathon Airport; as well as demolition of the former Hertz building; expansion of the customs and border protection (CBP) facility; a new two-lane FBO access road; and an elevated parking deck with covered airport maintenance facility area at Key West International Airport. MJ also performed a hazardous materials survey in support of the former Hertz building demolition at Key West International. Project Owner: Monroe County

On-Call Planning Review and Advisory Services, Fort Lauderdale-Hollywood International & North Perry Airports, Fort Lauderdale, FL - Project Manager responsible for coordinating all tasks. Task assignments to date at FLL have included: landside master plan assistance (including parking, circulation and access plans), on-site planning support advisory services (Northwest and West MRO campus development, bikeway analysis, runway drop off safety enhancements, review of NEPA requirements and development of land use alternatives), Categorical Exclusion for the pavement rehabilitation on the North Airfield, and development of a dynamic master plan interface as well as other technical development support (parcel data, portal web page development). Project Owner: Broward County Aviation Department

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76332.)

JOHN L. MAFERA, JR.

MJ | PRINCIPAL-IN-CHARGE

Five-Year On-Call Planning Term Agreement, Greenville-Spartanburg International Airport (GSP), Greer, SC - Program Manager responsible for all contract and technical task assignments under a five-year on-call planning assignment. To date, MJ has been involved in several task assignments under this agreement, including: (1) Master Plan Update; (2) miscellaneous land development planning support; (3) auto parking expansion project definition and programming report; (4) Fixed-Based Operator (FBO) terminal expansion project definition and programming report; (5) airport maintenance facility project definition and programming report (6) Airfield Rescue and Fire Fighting Facility building Construction Resident Project Representative; and (7) passenger facility charge application support. Project Owner: Greenville-Spartanburg Airport Commission

Airport Master Plan Update (MPU), Key West International Airport, Key West, FL - Project Manager responsible for QA/QC, general aviation expansion alternatives, public involvement, and Naval Air Station Key West joint use analysis. This MPU addressed several key issues including runway length requirements, passenger terminal capacity, curbside and parking capacity, aircraft parking positions and apron capacity and configuration, runway and taxiway geometry, and future general aviation (GA) facility requirements. As a subconsultant, MJ was responsible for: evaluation of existing GA and land use conditions, GA and based aircraft forecasts of activity, GA facility requirements and development alternatives, land use planning, NAS Key West joint use facility analyses, and public involvement. Project Owner: Monroe County

Purpose and Need Documentation for Landside Projects, Fort Lauderdale-Hollywood International Airport, Fort Lauderdale, FL - Project Manager - This project included aviation planning analyses essential to the development of required purpose and need projections, calculations, modeling, and documentation to support the alternative refinement of airport landside projects and initiatives including; the Automated People Mover (APM), Parking Garage Demolition and Replacement and the Terminal Loop Roadway and Curbfront Improvements. The purpose and need documentation provided pertinent background information regarding need and justification for the recommended airport improvements as presented in the most recent Master Plan Report, ALP drawing set, and other information provided by BCAD. Existing and projected aviation activity was discussed as it relates to the recommended improvements. Financing, implementation, and phasing of the proposed improvements were also discussed. Project Owner: Broward County

Land Planning & Evaluation Services, Key West & Marathon Airports, Monroe County, FL - Project Manager responsible for overall project, which included detailed site planning, property appraisal, community land use compatibility, environmental impact, and building height/obstruction impact reviews for proposed tenant developments both airports. The project evaluated the overall impact of proposed tenant developments and provide alternatives development solutions when adverse impacts were identified. Project Owner: Monroe County

Phase 1 Dynamic Master Plan Interface, Fort Lauderdale-Hollywood International Airport, Fort Lauderdale, FL - Project Manager - This task included the development of the first phase of a dynamic airport planning and development management interface for FLL that provides adjustable demand-based forecasts, facility development analysis and financial planning, in conjunction with iALP integration and JACIP update capabilities, utilizing existing data from the ongoing FLL airport master plan update. The goal of this interface at full build out will be to provide custom user-defined inputs that adjust levels of forecast demand/activity for subsequent development planning and financial analyses utilizing existing airport master plan update data. Phase I of this development effort included, project administration & coordination meetings, system process and design, Phase I data collection and system integration, Phase I database and user interface development, airport master plan forecasts integration. - Project Owner: Broward County

JEFFREY R. WOOD, CSDP

MJ | STRATEGIC ADVISOR - PLANNING AND ENVIRONMENTAL

Mr. Wood has a diverse environmental background, which includes managing numerous Categorical Exclusion Documents, Environmental Assessments, and Environmental Impact Statements for a variety of projects. Mr. Wood has expert knowledge of FAA requirements and compliance with the National Environmental Policy Act (NEPA). His background includes extensive experience performing wetland delineations and mitigation designs, natural resources inventories, threatened and endangered species habitat surveys, traffic and airport noise studies, air quality studies, and wetland permitting. He is also very familiar with the Airport Improvement Program (AIP) and serves as an FAA liaison. In addition, Jeff is adept at integrating operational needs with AIP requirements to develop Airport Capital Improvement Programs, and he has a track record of success obtaining funding for controversial projects. Mr. Wood is a frequent presenter on airport sustainability issues and is certified as a Sustainable Design Professional through the Association of Energy Engineers.

RELEVANT EXPERIENCE

Master Plan Assistance, Fort Lauderdale Hollywood International Airport, Fort Lauderdale, FL - Lead Environmental Analyst responsible for evaluating environmental constraints and regulatory requirements for cargo facility and cell phone waiting lot alternatives. McFarland Johnson is providing planning assistance under this term agreement. To date, MJ has been involved in a number of task assignments, providing alternatives review and recommendations for projects such as: departure curbs; arrival curb emergency vehicle parking; cell phone waiting lot; and air cargo center. Also provided bike path program development & recommendations; and on-site planning advisory services. Project Owner: Broward County

Fort Lauderdale/Hollywood International Airport Purpose and Need Documentation for Landside Projects, Fort Lauderdale, FL - Principal responsible for strategic review and QA/QC of project documents. This project included aviation planning analyses essential to the development of required purpose and need projections, calculations, modeling, and documentation to support the alternative refinement of airport landside projects and initiatives including; the Automated People Mover (APM), Parking Garage Demolition and Replacement and the Terminal Loop Roadway and Curbfront Improvements. The purpose and need documentation provided pertinent background information regarding need and justification for the recommended airport improvements as presented in the most recent Master Plan Report, ALP drawing set, and other information provided by BCAD. Existing and projected aviation activity was discussed as it relates to the recommended improvements. Financing, implementation, and phasing of the proposed improvements were also discussed. Project Owner: Broward County

On-Call Airport Planning Support and Advisory Services, Broward County Aviation Department, FL - Principal responsible for QA/QC and oversight of project deliverables and schedule. McFarland Johnson is providing planning assistance for Fort Lauderdale/Hollywood International and North Perry Airports under this agreement. To date, MJ has been involved in a number of task assignments, providing alternatives review, site planning and recommendations for projects such as: FLL departure curb improvements; FLL arrival curb emergency vehicle parking; FLL cell phone waiting lot; FLL air cargo center development, FLL and HWO master plan implementation and CIP reviews, various FLL tenant development proposals, FLL commercial aircraft gate modeling and marking revisions, and FLL and HWO NEPA environmental requirements and CATEX/EA document preparation and support. Also, MJ has completed Phase 1 of the Dynamic Airport Master Planning Interface for FLL and provides on-site extension of staff master plan and miscellaneous planning support services. Project Owner: Broward County

JEFFREY R. WOOD, CSDP

MJ | STRATEGIC ADVISOR - PLANNING AND ENVIRONMENTAL

Monroe County Key West International Airport Access Road Design and Construction, Key West, FL - Principal serving as environmental lead responsible for environmental resource identification and permitting. The proposed project involves the conceptual design and permitting of a two-lane landside access road that provides connectivity from S. Roosevelt Boulevard to EYW's fuel farm, fixed base operator (FBO), overflow parking, commercial transportation and airport support areas. Project Owner: Monroe County

Monroe County FKOHT Wetland Mitigation and Environmental Permitting Support, FL - Project Principal responsible for project oversight and QA/QC. The project is funded by FDOT under the Local Agency Program (LAP). MJ is responsible for development of mitigation plans and permitting support for a proposed 1,000' segment of the Florida Keys Overseas Heritage Trail. The project would impact approximately 0.28 acres of coastal wetlands. Compensatory mitigation involves the U.S. Army Corps of Engineers and the South Florida Water Management District. Project Owner: Monroe County

Wilkes-Barre/Scranton Airport Dynamic Master Plan and Airport Layout Plan Update, Wilkes-Barre/ Scranton International Airport, Avoca, PA - Principal serving as the Environmental Task Manager responsible for the Environmental Overview Chapter and evaluating alternatives for potential environmental impacts and permitting requirements. This project involves the development of a dynamic Airport Master Plan that utilizes an innovative approach to airport planning and provides for additional flexibility in airport planning management. The Dynamic Master Plan focuses primarily on landside access, parking and terminal issues, airfield geometry and enhanced commercial land development. The plan incorporates adjustable forecasts, scenario-based planning, planning activity levels with specific trigger points and an enhanced land development and marketing analysis based on highest or best use principles. The Dynamic Master Plan combines all of the data collected with updated aerial mapping to produce an existing conditions Airport Layout Plan (ALP) in keeping with FAA Airports GIS standards. The final product links forecast and market driven development variables to a dynamic and interactive financial plan ALP, making the final dynamic deliverables infinitely more useful to both the FAA and the airport. The land development tool enables the Airport to review and assess potential development opportunities to select for the highest and best use. Project Owner: Wilkes-Barre/Scranton International Airport

Wilmington Airport Dynamic Master Plan, Wilmington Airport, New Castle, DE - Environmental Task Manager responsible for QA/QC review of environmental documentation. With this complex and highly dynamic airport including 4 FBOs, an Air National Guard base, and intermittent periods of commercial service, this plan requires flexibility to take advantage of yet unknown opportunities or changes in market conditions. The plan considers the implications of introduction and expansion of low-cost airline service, which continues to exhibit highly variable growth. An important element of the plan is defining development nodes and evaluating how the growth of those nodes affects other areas of the airport and the financial outlook. In this regard, growth in the passenger terminal area is being evaluated against the GA development opportunities for additional FBOs and large corporate aviation tenants. Airside alternatives that consider the FAA's new airfield geometry requirements add a layer of complexity for the 3 runways at the airport. The dynamic scenario-based interface, combined with the comprehensive AGIS survey, provides a management tool for airport staff, creating flexibility to account for changes within the industry and the general economy. Project Owner: Delaware River and Bay Authority

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76932.)

WILLIAM E. VERFUSS, PE

MJ | STRATEGIC ADVISOR - CONSTRUCTION AND ENGINEERING

Mr. Verfuss has 34 years of progressive experience in the design and management of multi-disciplined projects located throughout the Northeastern United States. This experience includes private, municipal, state, and federally funded projects. His breadth of experience consists of site work, building construction and renovations, and multimillion-dollar pavement construction and rehabilitation efforts. A vast majority of that experience has been spent working with commercial service, general aviation and military airport clients to develop and maintain both their airside and landside airport facilities. He has worked side by side with airport clients to develop and execute capital improvement programs at their airports and is very familiar with airport grant programs, funding requirements and design standards. He has worked with national and regional organizations such as ACI, ACPA, the IPRF, AAAE, and ASCE to improve current design standards through research projects and the review of issues affecting designs across the country.

RELEVANT EXPERIENCE

Greenville-Spartanburg International Airport Dynamic Master Plan & e-ALP Update Greer, SC -Forecast Lead responsible for socio-economic analysis and short/long-term aviation. This Plan includes scenario-based planning analyses and an innovative dynamic planning approach that provides quick feedback regarding possible scenarios and resultant impacts. GSP staff are able to analyze new opportunities and planning challenges proactively before they occur rather than undergoing time consuming and costly planning efforts in a reactionary manner. The Plan focuses primarily on landside access, circulation and auto parking facilities, air cargo facility development and operations, enhanced land development and obstruction planning and consolidation of previous planning efforts into a single electronic source for planning and GIS information. The plan incorporates adjustable forecasts, scenario-based planning, planning activity levels with specific trigger points and enhanced land development and highest or best use principles.

Sullivan County International Airport Term Agreement, Sullivan County International Airport, Monticello, NY - While employed by another firm, Mr. Verfuss served as the Term Agreement Manager for this general aviation airport. He provided aid to the sponsor in the development of the Airport Capital Improvement Program (ACIP), completing applications for Federal and State funding, providing grants administration and supervision of the projects throughout the planning, design and construction phases.During the course of multiple term agreements, the airport was successful in competing for discretionary funding which resulted in the completion of several significant projects. These projects included the Rehabilitation of Runway 16-34 ($3.4M); reconstruction of the terminal apron ($750K); reconstruction of Taxiways A, B, and C ($3.6M); NAVAID improvements, Phases I and II ($200K); Snow Removal Equipment (SRE) building design ($65K); Runway Safety Area (RSA) Study and Environmental Assessment ($75K); perimeter fencing and access controls ($300K). Project Owner: Sullivan County

Perry Warsaw Airport Master Plan Update, Perry-Warsaw Airport, Perry, NY - This project involves a Master Plan Update for the Perry-Warsaw Airport, a general aviation airport in Western New York. The airport is operated by the Towns of Perry and Warsaw and is an important link within the region. The primary objective of the Master Plan Update is to document work completed to date and to ensure that all current FAA design standards are being met. In addition, goals and objectives developed by the Towns of Perry and Warsaw seek to provide a functional and visually appealing facility that supports not only the transportation function, but also supports the region's ongoing and future economic development initiatives. Forecasting and facility requirements for this MPU are key analyses to ensure that these goals will be met. Plans for future facilities include items such

as: new instrument approaches for either end of the primary runway; ensuring compliance with current runway safety area standards; and developing clear runway approaches to ensure the airport operates efficiently. Areas for future hangar and apron development were also identified to ensure that development areas are protected should demand warrant future facilities. Project Owner: Town of Perry

Tri-Cities Airport Master Plan Update, Tri-Cities Airport, Endicott, NY - Since the previous 1993 Master Plan, significant changes to the airport facilities, management structure, and market had warranted an updated Master Plan. Key issues addressed included identification of the critical aircraft, runway length, runway/taxiway separation, and improvements to the Runway 21 approach. A comprehensive inventory of the airport was compiled, forecasts of aviation activity were prepared, and alternatives to address the forecast airport needs were developed. An Airport Layout Plan was also developed. Recommended improvements included increasing the runway/taxiway separation, extending Runway 3-21 to 4000 feet, construction of additional conventional and t-hangars, and other amenities desired by business users. A financial implementation plan completed the study. Public coordination included formation of a technical advisory committee and public information meeting. Project Owner: Village of Endicott

Wilkes-Barre/Scranton Airport Dynamic Master Plan and Airport Layout Plan Update, Wilkes-Barre/Scranton International Airport, Avoca, PA - This project involves the development of a dynamic Airport Master Plan that utilizes an innovative approach to airport planning and provides for additional flexibility in airport planning management. The Dynamic Master Plan focuses primarily on landside access, parking and terminal issues, airfield geometry and enhanced commercial land development. The plan incorporates adjustable forecasts, scenario-based planning, planning activity levels with specific trigger points and an enhanced land development and marketing analysis based on highest or best use principles. The Dynamic Master Plan combines all of the data collected with updated aerial mapping to produce an existing conditions Airport Layout Plan (ALP) in keeping with FAA Airports GIS standards. The final product links forecast and market driven development variables to a dynamic and interactive financial plan ALP, making the final dynamic deliverables infinitely more useful to both the FAA and the airport. The land development tool enables the Airport to review and assess potential development opportunities to select for the highest and best use. Project Owner: Wilkes-Barre/Scranton International Airport

Wilkes-Barre/Scranton Airport Terminal Demolition - Environmental Assessment & Design, Wilkes-Barre/Scranton Airport, Avoca, PA - Project Manager responsible for project coordination. McFarland Johnson is serving as part of a team tasked with the demolition of the old terminal building at the Wilkes-Barre/Scranton International Airport. The project will be completed in three phases: (1) abatement of hazardous materials within the building; (2) building demolition and (3) reclamation of the site including a new aircraft apron, security fencing, and public sidewalks. MJ's responsibilities include the completion of the environmental assessment to enable the project, completion of the construction safety and phasing plans, and design of the new aircraft apron, as well as design of the new security fence and cameras that will service this area. Project Owner: Wilkes-Barre/Scranton International Airport

Greater Binghamton Airport 2011 Five-Year Term Agreement, Greater Binghamton Airport, Maine, NY - Project Manager McFarland Johnson has held several consecutive Term Agreements with the Greater Binghamton Airport. The scope of work under this current term (2011-2016) includes Program Management, Airport Planning, Programming, Environmental Services, Engineering and Design services, construction inspection and administration and specialized services. To date, we have performed 15 task assignments including: Airport Master Plan Update; terminal modifications; apron and tee hangar design and construction administration; rental car service facility design; HVAC system upgrades; security upgrades; Runway 16-34 rehabilitation design; developed a sustainable management plan; and provided administration of the 2015-2016 Passenger Facility Charge Program. Project Owner: Broome County

AMANDA SHERIDAN, PE

MJ | LEAD ENGINEER AND CONSTRUCTION ADMINISTRATOR

Ms. Sheridan has more than six years of experience in the aviation industry. Her design experience includes runway, taxiway, and apron reconstructions and rehabilitations, access roadways, site development, obstruction mitigation, and landside development. Amanda can execute a project from start to finish, including developing plans, specifications, construction cost estimates, construction safety and phasing plans (CSPP), and engineer's reports. Ms. Sheridan is knowledgeable in FAA and DOT design standards, project development procedures, and grant requirements.

RELEVANT EXPERIENCE

Taxiway A Rehabilitation, Ocala International Airport, FL – Civil Engineer responsible airfield design, plan production, and specification development. This project involved design services for the rehabilitation and geometry improvements of existing asphalt Taxiway A, demolition of three connector taxiways, and construction of two new connector taxiways. Project Owner: City of Ocala

Burlington International Airport - Rehabilitate Taxiway A, VT - Project Engineer responsible for leading the design team through project deliverables and construction. The project involves design, bidding, and construction services for the rehabilitation of approximately 1,800 LF x 75' of parallel Taxiway A as well as two connector taxiways. Project includes drainage modifications, review of geometric and grading standards, complex coordination of project phasing to minimize impacts to the parallel runway, new lighting, and permitting. Project Owner: Burlington International Airport

Greenville-Spartanburg - Extension of Staff, Greer, SC - Ms. Sheridan served as a key extension of staff to GSP providing project management for the airfield design and construction projects. She worked closely with GSP staff on tasks related to coordination with consultants, scheduling, project budgeting, Capital Improvement Program planning, contract review, and various owner-requested tasks.McFarland Johnson is providing extension of staff services to GSP providing project management for the airfield design and construction projects. A few of the projects managed by our appointed staff during this time included a parallel taxiway rehabilitation, apron site preparation, utility development, and apron paving. Project Owner: Greenville-Spartanburg Airport Commission

South Access Roadway, Jacksonville Executive at Craig Airport, Jacksonville, FL – Project Manager for this project involving design and bidding services for the construction of a new 1,600 LF asphalt roadway, utilities, and drainage infrastructure. Project Owner: Jacksonville Aviation Authority

Runway 14-32 Rehabilitation, Jacksonville Executive at Craig Airport, Jacksonville, FL - Construction Administrator and Resident Project Representative throughout the length of construction. The project involved design, bidding, and construction services for the asphalt pavement rehabilitation of Runway 14-32 and accompanying taxiway connectors. Project Owner: Jacksonville Aviation Authority

Taxiway A Rehabilitation, Ocala International Airport, FL – Civil Engineer responsible airfield design, plan production, and specification development. This project involved design services for the rehabilitation and geometry improvements of existing asphalt Taxiway A, demolition of three connector taxiways, and construction of two new connector taxiways. Project Owner: City of Ocala

Southwest Remain Overnight (RON) Apron Relocation, Pensacola International Airport, FL – Lead Civil Engineer performing airfield design, plan production and review and specification development. Also served as Resident Project Representative during first 90 days of construction. This project involved design, bidding, and construction services for the reconstruction of an existing asphalt helipad apron to serve as a concrete RON apron, relocation of existing helipads, and electrical and drainage updates. Project Owner: City of Pensacola

AMANDA SHERIDAN, PE

MJ | LEAD ENGINEER AND CONSTRUCTION ADMINISTRATOR

RPZ & Approach Area Obstruction Removal, Daytona Beach International Airport, FL - Project Manager and Lead Civil Engineer. This project involved design and bidding services for the removal of approximately 20 acres of Part 77 surface tree obstructions. Project Owner: Volusia County

Runway 16-34 Rehabilitation, McKinnon-St. Simons Island Airport, St. Simons Island, GA -- Lead Civil Engineer responsible for work tasks including airfield design, plan production, and specification development. The project involved design, bidding, and construction services for the asphalt pavement rehabilitation of Runway 16-34 (3,313' x 75'). Project Owner: Glynn County

West Apron Rehabilitation, Manassas Regional Airport, Manassas, VA - Full-time Resident Project Representative during construction. Design, bidding, and construction services were provided for the rehabilitation of approximately 10,000 square yards of existing asphalt apron pavement. Project Owner: City of Manassas

East General Aviation Apron Expansion, Brunswick Golden Isles Airport, Brunswick, GA - Civil Engineer responsible for airfield design and plan production. This project involved design services for the expansion of 55,000 square yards of concrete pavement on the existing general aviation apron. Project Owner: Glynn County Airport Commission

Runway 15/33 Repair Alkali-Silica Reaction (ASR), Bangor International Airport, Bangor, ME - Senior Engineer responsible for developing and evaluating six pavement design alternatives, providing plan production, and developing construction cost estimates, specifications, and construction safety phasing plans. This project involved the design, bidding and construction services for the repair of two localized surface heaves on Runway 15-33. Project Owner: City of Bangor

Compass Calibration Pad, Brunswick Golden Isles Airport, Brunswick, GA – Lead Civil Engineer responsible for work tasks including airfield design, plan production and review, and specification development. Design and bidding services for the construction of a new concrete compass calibration pad and asphalt taxilane. Project Owner: Glynn County Airport Commission

Tweed - New Haven Airport Master Plan Update, , New Haven, CT - Ms. Sheridan provided cost estimating services. MJ was the prime consultant for the Tweed-New Haven (HVN) Airport Master Plan Update. The project includes airport inventory, preparation of scenario-based forecasts of aviation activity, identification of facility requirements, alternatives analysis, and development of an airport layout plan. Key goals of the Master Plan included addressing the severely undersized terminal and associated landside facilities, determining the ultimate disposition of Runway 14-32, which was inactive at the time the Master Plan started, and determining the ultimate length of the primary runway, RW 2-20. The project also included extensive public outreach and evaluation of environmental constraints and permitting requirements. The project will result in an approved airport layout plan and will provide HVN a flexible planning tool to guide future airport development. Project Owner: Tweed-New Haven Regional Airport Authority

Waterville Taxiway A Reconstruction and New Electrical Vault, Robert LaFleur Airport, Waterville, ME - The City of Waterville is proposing to reconstruct the full-length parallel Taxiway A, and portion of the associated partial stub taxiways at the Robert LaFleur, Waterville Airport (WVL). The MaineSASP has strategically identified Federal Aviation Administration (FAA) eligibility for aviation pavements statewide as a system threat. This project is intended to be submitted for FAA Airport Improvement Program (AIP) funding assistance and the City has tasked McFarland Johnson with design, permitting, and construction oversight of the proposed work. Project Owner: City of Waterville

MATTHEW T. O'BRIEN, PE

MJ | SENIOR AIRFIELD ENGINEER

Matt is experienced in the design and management of aviation improvements for municipal, quasi-municipal and state airports. He understands both operations and infrastructure and he has worked on project scoping, permitting, design, construction oversight, and facility inspection. Matt has developed design reports, contract drawings, specifications, and cost estimates for projects ranging from runway extensions and relocations to taxiway and apron modifications and improvements. His experience includes airports throughout New England from small general aviation facilities like Fryeburg, ME to large commercial facilities like Bradley International in Hartford, CT. He is proficient in the use of AutoCAD Civil 3D, HydroCAD, StormCAD, and AutoTurn.

RELEVANT EXPERIENCE

Cape Cod Gateway Airport Three Year On-Call Planning Services, Barnstable, MA McFarland Johnson was selected to serve as a consultant for this three-term agreement, providing airport planning services for the Cape Cod Gateway Airport (formerly Barnstable Municipal Airport) in Hyannis. The airport is unique in its seasonality and air service role supporting the Cape and Islands region of Massachusetts combined with environmental sensitivities and oversight by the Cape Cod Commission. Tasks under this on-call planning contract include Airport Capital Improvement Plan development, an Airport Business Plan, airline networking presentations, Airport Rates and Charges Study, preparation of an Airport Master Plan, and PFC program amendments. Project Owner: Town of Barnstable, Massachusetts

Bangor Runway 15-33 Repair Alkali-Silica Reaction (ASR) Runway 15/33, Bangor International Airport, Bangor, ME - Project Manager This project involves the design, bidding and construction services for the repair of two localized surface heaves on Runway 15-33. MJ engaged JTC and internal staff to conduct the geotechnical investigation and following the review the results, MJ and APTech developed and presented six pavement design alternatives to the airport and MJ provided recommendations on the best solution for consideration by BGR. The subsequent 30-day period consisted of MJ's publishing of two project deliverables, a stakeholder coordination meeting led by MJ, and the publishing of the final bid documents. MJ reviewed and drafted a Bid Award Recommendation letter to BGR. MJ also completed the FAA Grant Application for execution by the City of Bangor. Pending acceptance of the FAA Grant Application, the ASR repairs will take place in the Fall of 2021. Project Owner: City of Bangor

Pease - Terminal Expansion Design, Portsmouth International Airport at Pease, Portsmouth, NH - The Portsmouth International Airport at Pease is being expanded to include a new concourse and holdroom, a new expanded TSA checkpoint, a new baggage handling system and CBIS building, a new passenger boarding bridge, new concession space, and a new baggage makeup area. Additionally, the project includes improvements to access security, security cameras and paging for the expansion as well as the existing terminal. This $18M expansion includes 24,322 sf of new space. Construction completion is planned for late 2020 and is funded by grants received from the FAA and State of New Hampshire Department of Transportation. The FAA grants include a Supplemental Discretionary Grant as well as use of the airport's Entitlement Grant funding. The proposed improvements are in response to a Study completed in 2018, which identified deficiencies in facility requirements to support the current and planned growth in enplanements at the Airport for both domestic and international carriers. Project Owner: Pease Development Authority

Pease-Terminal Improvements Planning Portsmouth International Airport at Pease, Portsmouth International Airport at Pease, Portsmouth, NH - This study focused on the existing airport terminal building and ancillary needs in the medium-term (2018-2020) and long-term (2020 and beyond). The study considers the

MATTHEW T. O'BRIEN, PE

MJ | SENIOR AIRFIELD ENGINEER

needs of both domestic and international carriers. This project optimized a wide mix of aircraft ranging from A320 to B747 at the existing apron with existing and proposed passenger boarding bridges. This included gate planning, aircraft movements to ensure adequate separation, support vehicle movements, and jet blast reviews for building impacts. Additionally, this project included determining the terminal needs for the short- and long-term capacity and identifying the facility requirements and deficiencies for the terminal building size, automobile parking, and drop off pick-up ramp. Project Owner: Pease Development Authority

Martha's Vineyard Environmental Assessment and Impact Report for Capital Improvement Program Projects, , Martha's Vineyard, MA This project involves preparation of an Environmental Assessment and Environmental Impact Report (EA/EIR) for proposed capital improvements at the Airport. The EA/EIR will be prepared in accordance with FAA National Environmental Policy Act and Massachusetts Environmental Policy Act policies and procedures. The scope of work includes inventory and data collection, development of a purpose and need statement, alternatives development, and Environmental Notification Form (ENF) preparation. Land use, rare species, water supply, wastewater, transportation, energy and solid and hazardous waste resources will all be assessed as part of the ENF. The EA will address climate, Section 4(f) Resources, natural resources and energy supply as well as socioeconomic, environmental justice, and children's environmental health and safety risks. Project Owner: Martha's Vineyard Airport Commission

Belfast-Runway 15 Partial Parallel Taxiway & Runway 33 Bypass Taxiway, Belfast Municipal Airport, Belfast, ME - Project Manager responsible for oversight of all design, permitting, bidding and construction administration. Selected as a new consultant after the project was stalled by permitting, MJ provided stormwater design, wetland permitting, bidding, construction administration and resident engineering oversight on behalf of the City of Belfast. Project Owner: City of Belfast, Maine

Burlington International Airport - Rehabilitate Taxiway A, VT - Project Manager The project involves design, bidding, and construction services for the rehabilitation of approximately 1,800 LF x 75' of parallel Taxiway A as well as two connector taxiways. Project includes drainage modifications, review of geometric and grading standards, complex coordination of project phasing to minimize impacts to the parallel runway, new lighting, and permitting. Project Owner: Burlington International Airport

ESAA-Transient Hangar and Terminal Building Improvement, Eastern Slope Regional Airport, Fryeburg, ME - Project Manager responsible for overall project management including adherence to schedule, coordinating with the architect, and providing support to receive funding. At Eastern Slope Regional Airport in Fryeburg, Maine, MJ is working with the airport authority to construct an FBO style corporate hangar. Working through the congressional delegations of both Maine and New Hampshire, we have helped the authority put together a funding package that includes over $1.5 million. Project Owner: Eastern Slope Airport Authority

Morristown-Runway 5-23 Rehabilitation, Morristown Municipal Airport, Morristown, NJ - Project Engineer responsible for quality control review of design plans. This project included evaluations and analysis, environmental analysis and permitting, design, and bidding associated with the construction of airfield pavement and base course, drainage structures, service roads and bridges, retaining walls, runway safety area (RSA) improvements, Engineered Materials Arresting System (EMAS), and instrument landing system (ILS) facilities for the primary runway at this large general aviation airport. Evaluations completed for the project included on-site environmental investigations, delineation of specifically regulated project areas, evaluations of various impacts in conformance with environmental regulations, geotechnical investigations and laboratory analysis of existing soil properties, investigating and monitoring groundwater elevations, analysis of the current and future

SCOTT S. SHILLIETO, PE

MJ | AIRFIELD ENGINEER

Scott has experience in the design and inspection of aviation projects at both commercial and general aviation facilities. He has assisted on numerous airport design and planning projects, completing tasks that included runway and taxiway layout, drainage design, quantity takeoffs, estimating, pavement design, geometric design, lighting, and signing. He also has experience as a resident engineer at TF Green Airport near Providence, RI, Hanscom Field in Bedford, MA and Manchester Boston Regional Airport, in Manchester, NH. Scott observed construction and completed all required documentation for several projects. Scott is proficient in both AutoCAD Civil3D and MicroStation.

RELEVANT EXPERIENCE

Rhode Island T.F. Green International Airport Runway 34 Construction Administration Phase II - Runway 34 End Safety Area, NAVAID Improvements, and Wetland Mitigation, Rhode Island T.F. Green International Airport, Warwick, RI - Assistant to the Resident Engineer responsible for monitoring the construction of the project. MJ provided resident engineering services to AECOM for Phase II - Runway 34 End Safety Area and NAVAID Improvements and Wetland Mitigation at TF Green Airport, including the runway safety area, EMAS, NAVAID (FAA & RIAC Owned), embankment construction, raising the RW 34 threshold elevation, vehicle service road construction, new pavement, drainage, wetland site mitigations, pavement markings, taxiway and runway lighting, and signage improvements. Project Owner: Rhode Island Airport Corporation

Runway 34 Resident Eng, T.F. Green, RI - Assistant to the Resident Engineer responsible for monitoring the construction of the project. This project reconstructed the end of Runway 34 including a portion of the runway and the entire runway safety (including a new EMAS pad) while providing NAVAID improvements. Project Owner: Rhode Island Airport Corporation

Bangor Runway 15-33 Repair Alkali-Silica Reaction (ASR) Runway 15/33, Bangor International Airport, Bangor, ME - This project involves the design, bidding and construction services for the repair of two localized surface heaves on Runway 15-33. MJ engaged JTC and internal staff to conduct the geotechnical investigation and following the review the results, MJ and APTech developed and presented six pavement design alternatives to the airport and MJ provided recommendations on the best solution for consideration by BGR. The subsequent 30-day period consisted of MJ's publishing of two project deliverables, a stakeholder coordination meeting led by MJ, and the publishing of the final bid documents. MJ reviewed and drafted a Bid Award Recommendation letter to BGR. MJ also completed the FAA Grant Application for execution by the City of Bangor. Pending acceptance of the FAA Grant Application, the ASR repairs will take place in the Fall of 2021. Project Owner: City of Bangor

Belfast-Runway 15 Partial Parallel Taxiway & Runway 33 Bypass Taxiway, Belfast Municipal Airport, Belfast, ME - Assistant Engineer responsible for pavement design/layout, electrical design/layout, safety and phasing plans/reports, erosion control and erosion control plans, bidding and award assistance and miscellaneous construction assistance. Selected as a new consultant after the project was stalled by permitting, MJ provided stormwater design, wetland permitting, bidding, construction administration and resident engineering oversight on behalf of the City of Belfast. Project Owner: City of Belfast, Maine

Bradley Catch Basin Plates Temporary Drainage Structure Repair, Bradley International Airport, Windsor Locks, CT - MJ was contracted to provide design and bid phase services associated with the removal of the existing steel plates and installation of new steel plates on the side-by-side stormwater drainage and glycol collection/ recovery systems catch basins, located on the Air Carrier Apron at Bradley International Airport. MJ provided structural analysis and designed the plates to carry the largest aircraft load anticipated on the Air Carrier Apron as

well as shear calculations for the bolts. As part of the new design, we designed a plate taper and recessed the bolts to allow uninhibited passage of snow clearing vehicles. Additional consideration was given to the stormwater and glycol flows to pass to pass into the basins and provide access to the gate valves located below the catch basin grates. MJ developed the construction safety plan and coordinated with the CAA to determine the progression of the work during construction to minimize impact on passengers. Project Owner: Connecticut Airport Authority

Burlington International Airport - Rehabilitate Taxiway A, VT - The project involves design, bidding, and construction services for the rehabilitation of approximately 1,800 LF x 75' of parallel Taxiway A as well as two connector taxiways. Project includes drainage modifications, review of geometric and grading standards, complex coordination of project phasing to minimize impacts to the parallel runway, new lighting, and permitting. Project Owner: Burlington International Airport

Elmira Corning Terminal Revitalization, Elmira Corning Regional Airport, Horseheads, NY - The design and construction of the $61.5M terminal expansion and renovation, funded through the NY Upstate Airport Economic Development and Revitalization and FAA grant monies, was accomplished with a fast-track approach. The design and construction of the airport terminal improvements was advanced to completion in approximately 18 months, with a scheduled completion date of October 31, 2018. The project included expansion to accommodate a new concourse area, a new security checkpoint, a new baggage handling facility and claim area, and both new and renovated passenger boarding bridges. An enclosed courtyard that showcases the local landscape and was built with sustainable building and renewable energy technologies, including a geothermal heating and cooling system for the entire facility was an important feature. Entirely new M/E/P and fire protection systems were also integral components of this renovated/expanded facility. The project was designed and bid in phases to allow for continued operation of the facility while the terminal expansion was progressing. Project Owner: Chemung County

Hanscom Field Taxilane and Apron Pavement Reconstruction, Laurence G. Hanscom Field, Bedford, MA - Project Engineer responsible for geometric design, pavement parking, shop drawing review, construction safety phasing plan, quantity takeoffs, bidding and addendum preparation, and as-built plans. This project involves design, construction administration and resident engineering for the reconstruction of the taxilane and apron pavements around the Pine Hill T-Hangars at the L.G. Hanscom Field, in conformance with FAA Airport Design guidelines. Recycled pavement was used as a stabilized base course for the new pavement. New bituminous concrete wearing surfaces were constructed throughout the project limits. Phased construction was utilized to minimize disruptions to T-hangar operations. New pavement markings and drainage were also provided. Project Owner: Massachusetts Port Authority

Hanscom Taxiway G Runup Area & Runway 23 Safety Area Improvements, L.G. Hanscom Field, Bedford, MA - Junior Engineer responsible for geometric design, lighting, grading and drainage and preparation of the Construction Safety and Phasing Plan. As the Resident Engineer, Scott was responsible for coordinating testing, monitoring construction activities, reviewing periodic cost estimates, assembling and hosting meetings, and writing meeting minutes. This project involves design, bid phase, construction administration and resident engineering services for the construction of a new runup area on Taxiway G, improvements to the runway safety area (RSA) for the Runway 23 end, and the installation of an airfield access road for a temporary Airfield Rescue and Fire Fighting (ARFF) at L.G. Hanscom Field. The scope of work will include: construction of a new paved aircraft runup area on Taxiway G near the end of Runway 23; rehabilitation of pavement areas within the RSA to reclaim the impervious pavement materials; install 200 ft by 200 ft paved RSA for the Runway 23 end and placement of turf along the rest of the RSA; and constructing a paved road from the temporary ARFF Building Addition to the runway. Careful construction phasing will be provided to minimize disruptions. New pavement markings and lighting improvements to Taxiway G will also be provided. Project Owner: Massachusetts Port Authority

ZACHERIAH E. NELSON, MPA

MJ | LEAD SENIOR AIRPORT PLANNER

Mr. Nelson is an Airport Business Top 40 Under 40 recipient with over 14 years of airport planning and design experience, including both domestic and international projects. Having direct experience across a broad spectrum of airport issues, he has led a variety of projects, including airport master plans, noise compatibility studies, aircraft/airport compatibility assessments, runway safety area determination studies, airspace obstruction analyses, eALP's, aviation forecasting, and airport capacity studies. Mr. Nelson is also experienced in teaching collegiate-level airport planning and design courses, participating in industry conference panel discussions, and conducting focused research.

RELEVANT EXPERIENCE

On-Call Planning Review and Advisory Services, Fort Lauderdale-Hollywood International & North Perry Airports, Fort Lauderdale, FL - Senior Airport Planner responsible for technical deliverables to support alternative development and recommendations for tenant, heliport, airspace planning, air cargo center development and bicycle path programming and providing on-site planning advisory services. McFarland Johnson is providing professional consulting services to the Broward County Aviation Department for projects at Fort Lauderdale Hollywood International Airport and North Perry Airport. Task assignments to date at Fort Lauderdale-Hollywood have included: landside master plan assistance (including parking, circulation and access plans), on-site planning support advisory services (Northwest and West MRO campus development, bikeway analysis, runway drop off safety enhancements, review of NEPA requirements and development of land use alternatives), Categorical Exclusion for the pavement rehabilitation on the North Airfield, and development of a dynamic master plan interface as well as other technical development support (parcel data, portal web page development). Project Owner: Broward County Aviation Department

Dynamic Master Plan Assistance, Fort Lauderdale-Hollywood International Airport, Fort Lauderdale, FL – Senior Airport Planner responsible for technical deliverables to support alternative development and recommendations for tenant, heliport and airspace planning, air cargo center development, and bicycle path programming. McFarland Johnson is providing planning assistance under this term agreement. To date, MJ has been involved in a number of task assignments, providing alternatives review and recommendations for projects such as: departure curbs; arrival curb emergency vehicle parking; cell phone waiting lot; and air cargo center. Also provided bike path program development & recommendations, and on-site planning advisory services. Project Owner: Broward County

Gerald R. Ford Strategic Real Estate Development Plan, Gerald R. Ford International Airport, Grand Rapids, MI - Deputy Project Manager and Lead Planner responsible for branding consultation, alternative development schemas, phasing, financial proformas, DAT development, client engagement and quality review. GRR, the second busiest commercial service airport in Michigan, is comprised of approximately 3,130 acres of land with approximately 900 acres of property available for lease and development. There are specific real estate development opportunities that require or are significantly enhanced by the presence of the Airport. MJ has been tasked with identifying these aviation/real estate relationships, determining which types of development are appropriate for and desired by the Airport and developing a Strategic Real Estate Development Plan to guide and facilitate desired aviation and non-aviation real estate development. To achieve this objective, MJ will prepare a master land use and site development plan for specific parcels on or adjacent to GRR based on current regional and national market trends and conditions obtained through a real estate market analysis. The unified master land use plan and associated development concepts will provide a framework for future development, evaluate development phasing, costs and financial impacts, identify a strategic implementation action plan and include a comprehensive marketing program and tools to target potential tenants.

ZACHERIAH E. NELSON, MPA

MJ | LEAD SENIOR AIRPORT PLANNER

Greenville Downtown Airport Layout Plan (ALP) Updates, Greenville Downtown Airport, Greenville, SC - Project Manager responsible for project coordination. This project will focus on providing a 20-year development plan for the busiest General Aviation airport in the state of South Carolina by providing focused yet flexible solutions to facilitating new and expanded activities by several disparate types of airport users and tenants. Additionally, a detailed Runway Safety Area (RSA) determination will be included in this study effort to provide analysis and guidance relative to mitigating non-standard RSA conditions for the Airport's primary runway without reducing airfield utility. This will provide for additional useable runway length without physical expansion. Project Owner: Greenville Downtown Airport

Greenville-Spartanburg Auto Parking Expansion Project Definition and Programming, Greenville-Spartanburg International Airport, Greer, SC - Deputy Project Manager and Lead Planner responsible for parking demand forecasting, design alternatives identification, value engineering coordination, client engagement and quality review. This project involves development of a project definition and programming (PDP) report, including detailed planning and preliminary engineering drawings, that outline proposed parking development areas, project budgets, and construction schedules to address parking demand through 2025 and 2030 for five (5) parking types and areas. This information will be based on a detailed analysis including: recent changes in parking demand and passenger traffic, preliminary site investigations, revised site layouts, preliminary site grading and construction cost estimates. The PDP will establish forecast demand levels and identify proposed parking areas for public economy parking, employee parking, valet parking and cell phone waiting lot parking. Project Owner: Greenville-Spartanburg Airport Commission

Greenville-Spartanburg International Airport Dynamic Master Plan & e-ALP Update, Greenville-Spartanburg International Airport, Greer, SC - Lead Planner responsible for coordinating and completing project tasks, including inventory of existing conditions and stakeholder engagement, aviation demand forecasting, demand capacity analysis and facility requirements identification, development alternatives support, implementation plan, public participation, and client coordination. This Plan includes scenario-based planning analyses and an innovative dynamic planning approach that provides quick feedback regarding possible scenarios and resultant impacts. GSP staff are able to analyze new opportunities and planning challenges proactively before they occur rather than undergoing time consuming and costly planning efforts in a reactionary manner. The Plan focuses primarily on landside access, circulation and auto parking facilities, air cargo facility development and operations, enhanced land development and obstruction planning and consolidation of previous planning efforts into a single electronic source for planning and GIS information. The plan incorporates adjustable forecasts, scenario-based planning, planning activity levels with specific trigger points and enhanced land development and highest or best use principles. Project Owner: Greenville-Spartanburg Airport Commission

Greenville-Spartanburg International Airport Terminal Expansion Study, Greer, SC - Deputy Project Manager and Lead Planner responsible for development of project definition and programming report (PDP) which identifies a preferred commercial terminal development program to enable GSP to accommodate up to and beyond 3 million annual enplaned passengers. This project entailed study and development of a project definition and programming (PDP) report that identifies a preferred commercial terminal development program to enable GSP to accommodate up to and beyond 3 million annual enplaned passengers. The resultant $170 million dollar program provides for two concourse expansions, eight additional aircraft gates, expanded commercial aircraft apron (including RON apron), an FIS facility, expanded outbound baggage system, an additional three-unit baggage claim, an expanded administrative suite and significant roadway modifications and terminal curb improvements. Project Owner: Greenville-Spartanburg Airport Commission

RICK LUCAS

MJ | SENIOR AVIATION PLANNER

Rick is a project manager, senior aviation planner and licensed private pilot with a unique background in aviation and more than 17 years of airport project management and planning experience. He has been involved in numerous aviation planning studies including airport master plans and state aviation system plans. His expertise includes the research and demand trends analysis of both general aviation and commercial service airports; development of aviation demand forecasts; assessment of airside/landside requirements; financial feasibility assessments; and strategy development; as well as Airline coordination. Rick has extensive experience assisting airport clients with capital program development and funding strategies, supporting program and project development; from needs identification, through funding/grant application and project implementation. Previously, Rick worked in an airport operations department where he learned the fundamentals of airport operations and management, such as knowledge and enforcement of FAR Part 139 and TSR 1542 regulations, emergency accident/incident response, and resolving airport tenant disputes. Rick has also earned a B.S. Degree in Aviation Business Administration, Airport Management from Embry-Riddle Aeronautical University.

RELEVANT EXPERIENCE

Greenville-Spartanburg Auto Parking Expansion Project Definition and Programming, Greenville-Spartanburg International Airport, Greer, SC - Deputy Project Manager and Lead Planner responsible for parking demand forecasting, design alternatives identification, value engineering coordination, client engagement and quality review. This project involves development of a project definition and programming (PDP) report, including detailed planning and preliminary engineering drawings, that outline proposed parking development areas, project budgets, and construction schedules to address parking demand through 2025 and 2030 for five (5) parking types and areas. This information will be based on a detailed analysis including: recent changes in parking demand and passenger traffic, preliminary site investigations, revised site layouts, preliminary site grading and construction cost estimates. The PDP will establish forecast demand levels and identify proposed parking areas for public economy parking, employee parking, valet parking and cell phone waiting lot parking. Project Owner: Greenville-Spartanburg Airport Commission

Greenville-Spartanburg International Airport Terminal Expansion Study, Greer, SC - Deputy Project Manager and Lead Planner responsible for development of project definition and programming report (PDP) which identifies a preferred commercial terminal development program to enable GSP to accommodate up to and beyond 3 million annual enplaned passengers. This project entailed study and development of a project definition and programming (PDP) report that identifies a preferred commercial terminal development program to enable GSP to accommodate up to and beyond 3 million annual enplaned passengers. The resultant $170 million dollar program provides for two concourse expansions, eight additional aircraft gates, expanded commercial aircraft apron (including RON apron), an FIS facility, expanded outbound baggage system, an additional three-unit baggage claim, an expanded administrative suite and significant roadway modifications and terminal curb improvements. Project Owner: Greenville-Spartanburg Airport Commission

Trenton-Mercer Airport New Terminal EA, Design & Construction, Trenton-Mercer Airport, West Trenton, NJ - This project requires preparation of an Environmental Assessment for construction of a new 125,000 SF terminal building, realigned access roads, relocation of the Aircraft Rescue and Firefighting (ARFF) building and an expansion of the vehicle parking lot. Key environmental concerns expressed by the public included noise, air quality, wetlands, floodplains, and stormwater. Project Owner: Mercer County

RICK LUCAS

MJ | SENIOR AVIATION PLANNER

Cape Cod Gateway Airport On-Call Planning & CIP Support, Cape Cod Gateway Airport, Hyannis, MA - Project Manager McFarland Johnson was selected to serve as a consultant for this three-term agreement, providing airport planning services for the Cape Cod Gateway Airport (formerly Barnstable Municipal Airport) in Hyannis. The airport is unique in its seasonality and air service role supporting the Cape and Islands region of Massachusetts combined with environmental sensitivities and oversight by the Cape Cod Commission. Tasks under this on-call planning contract include Airport Capital Improvement Plan development, an Airport Business Plan, airline networking presentations, Airport Rates and Charges Study, preparation of an Airport Master Plan, and PFC program amendments. Project Owner: Town of Barnstable, Massachusetts

Cape Cod Gateway Airport Rates and Charges Study, Cape Cod Gateway Airport, Hyannis, MA - Cape Cod Gateway Airport (formerly Barnstable Municipal Airport) management identified a need to improve the methods by which they establish Airport rates and charges during the annual budgetary cycle. MJ provided a spreadsheet-based financial model that analyzes and demonstrates a direct link between costs borne by the Sponsor and fees charged for use of the airfield and terminal areas. Additionally, the model includes added functionality to support the Sponsor's pricing policy for the fuel concession business, and distinctions rates to accommodate use by signatory and non-signatory operators, and the potential for applying seasonal premiums. The Study documentation provides the basis for a change in rate-making method, includes relevant information and guidance pertaining to FAA grant assurances and Airport Compliance Manual guidance for use by Airport Management and the Airport Commission. Project Owner: Town of Barnstable, Massachusetts

Nantucket Memorial Airport Rates and Charges Study, Nantucket Memorial Airport, Nantucket, MA - The Nantucket Memorial Airport Commission identified a need to study rates and charges at Nantucket Memorial Airport. It was the Airport's goal to evaluate existing levels for rates and charges, as well as to review and update the method for determining rates and charges at the Airport. The study included a review of the existing airport rates and charges, the development of recommendations for updates to existing airport rates and charges, and the development of a recommended rate-setting method and model for recurring use to assist with the long-term development of rates and charges each budget year into the future. In addition, the project included a policy and procedural review to identify any linkage between fees charged with accounts and sub-accounts and to identify any needs for improvements that can aid the Airport in collecting, coding, tracking, and improving the appropriateness of fees for the long-term. Project Owner: Nantucket Airport Commission

DRBA-Develop Passenger Facility Charge Program Application Documents at Wilmington Airport, Wilmington Airport, Wilmington, DE - Senior Airport Planner responsible for project coordination related to the PFC application. This project involves developing a Passenger Facilities Charge (PFC) program application for the Wilmington Airport (ILG). The program incorporates the use of PFC funds collected from 2014 through 2017 and is the first PFC program at ILG. Tasks include coordination with the FAA; the completion of project details and descriptions; preparation of cash flow projections; and establishment and justification of project eligibility. Additionally, the project includes compiling all information for the required notices to air carriers and the public, as well as preparation of a presentation for an air carrier coordination meeting. The result of the project will be a PFC program, meeting all FAA requirements, and the reimbursement of local share costs for over 20 projects. Project Owner: Delaware River and Bay Authority

BRADY BREWSTER

MJ | AVIATION PLANNER

Mr. Brewster is a passionate aviation planner with consulting and on-site experience at a wide range of airports from general aviation fields to the nation's busiest large-hubs. He has conducted Airport Master Plans, including preparation of written narrative reports, forecasts of aviation demand, site planning studies, and graphic model development. He has also conducted commercial aircraft gate analyses, terminal expansion planning studies and coordinated the preparation of policy and procedure documents to optimize planning workflows at large-hub airports. He is experienced in multiple planning platforms including: AviPlan, AutoCAD and Geographic Information Systems (GIS). Mr. Brewster also has experience supporting the day-to-day project and operational planning needs of large commercial service airports as an on-site extension of staff.

RELEVANT EXPERIENCE

Broward - FLL Commercial Air Gate Change Review Process, , Fort Lauderdale, FL - Airport Planner responsible for conducting gate planning and modeling for all 66 existing gates and remaining overnight parking areas at the Fort Lauderdale-Hollywood International Airport. In addition to providing functional figures for maintenance and operations teams to ensure proper paint markings were present on the airfield, Mr. Brewster drafted a policy and procedure documents to directly manage requests from airlines for modification to paint markings at existing gates. This policy, adopted in August 2020 will better utilize airport department resources and ensure a timely planning review is conducted for safety and uniformity of all gate modeling and gate stand paint markings. In addition to policy documentation, an airport-wide model was created with dynamic functionality showing 2D and 3D aircraft parking movements and passenger boarding bridge docking simulations. Project Owner: Broward County

Commercial Aircraft Gate Modeling and Change Review Process at Fort Lauderdale-Hollywood International Airport, Fort Lauderdale, FL – As a specialist in AviPLAN aircraft modeling software, Mr. Brewster conducted gate planning and modeling for all 66 existing gates and remain overnight parking areas at the Fort Lauderdale-Hollywood International Airport. In addition to providing functional figures for maintenance and operations teams to ensure proper paint markings were present on the airfield, Mr. Brewster drafted a policy and procedure documents to directly manage requests from airlines for modification to paint markings at existing gates. This policy, adopted in August 2020, will better utilize airport department resources and ensure a timely planning review is conducted for safety and uniformity of all gate modeling and gate stand paint markings. In addition to policy documentation, an airport-wide model was created with dynamic functionality showing 2D and 3D aircraft parking movements and passenger boarding bridge docking simulations. Project Owner: Broward County

On-Site Supplemental Planning Support Services for Projects at Fort Lauderdale-Hollywood International Airport, Fort Lauderdale, FL – Airport Planner for the Broward County Aviation Department responsible for serving as an extension of staff to the Broward County Aviation Department, completing planning analyses, preparing documentation, and conducting advance planning studies to implement an aggressive capital improvement program recommended by the recently completed Master Plan. Fort Lauderdale's vision for the future calls for demand-driven, incremental units of development that include an Automated People Mover (APM) system connecting all four terminals, an intermodal center, a new parking garage and hotel/commercial center, in addition to robust terminal expansion and the addition of a fifth terminal complex to meet growing passenger demand. Mr. Brewster is well versed in FAA planning and design criteria and has prepared maps, figures, reports, and development analyses to strategically guide recommendations on airside and landside development. Project Owner: Broward County

BRADY BREWSTER

MJ | AVIATION PLANNER

Purpose & Need Documentation for Landside Projects at FLL, Fort Lauderdale-Hollywood International Airport, Fort Lauderdale, FL - Extension of staff Airport Planner Airport Planner responsible for serving as an extension of staff to the Broward County Aviation Department, completing planning analyses, preparing documentation and providing QA/QC for all deliverables. This project included aviation planning analyses essential to the development of required purpose and need projections, calculations, modeling, and documentation to support the alternative refinement of airport landside projects and initiatives including the Automated People Mover (APM), Parking Garage Demolition and Replacement and the Terminal Loop Roadway and Curbfront Improvements. The purpose and need documentation provided pertinent background information regarding need and justification for the recommended airport improvements as presented in the most recent Master Plan Report, ALP drawing set, and other information provided by BCAD. Existing and projected aviation activity was discussed as it relates to the recommended improvements. Financing, implementation, and phasing of the proposed improvements were also discussed. Project Owner: Broward County

Greenville-Spartanburg Miscellaneous Land Planning Support, Greenville-Spartanburg International Airport, Greer, SC - Airport Planner responsible for conducting a special study to determine the compatibility of serving a widebody 747 aircraft at the existing terminal layout. Also responsible for preparing 2D and 3D models to show aircraft movements powering in to a proposed widebody parking spot, providing a passenger boarding bridge compatibility assessment, and ensuring all appropriate safety and operational clearances are maintained. Resulted in increased capacity and flexibility for the airport while utilizing existing infrastructure and resources. The Airport has a total of roughly 4,700 acres of land, with approximately 50% of that available for non-aeronautical development. MJ is providing land development and land use planning for various parcels within GSP's portfolio to prepare them for marketing to potential tenants. Parcel development; highest and best use analyses; roadway network and illustrative renderings and modeling are being provided under this task.

City of St. George - SGU Airport Master Plan, St. George Regional Airport, St. George, UT - Airport Planner responsible for assisting with terminal modeling. Conducted spatial analysis for check-in areas, TSA screening areas and passenger hold rooms. He also provided modeling for commercial parking positions on the airfield to ensure compatibility with existing Passenger Boarding Bridges. This project represents the first Airport Master Plan developed for the St. George Regional Airport. The purposed of the Plan is to evaluate the growing needs of the Airport users as well as the aviation needs of the surrounding communities. The first step was to determine a method of forecasting, as there were fewer than ten years of historical data, and the existing facilities were already becoming constrained. A stakeholder committee was established and a public information workshop conducted to encourage public participation in the project. Project Owner: City of St. George

Cape Cod Gateway Airport Master Plan/Airport Layout Plan Update, Cape Cod Gateway Airport, Barnstable, MA - Airport Planner responsible for gate modeling simulations and conceptual terminal modifications that will assess how expanded traffic will impact both airside and landside facilities. McFarland Johnson was selected to create the Master Plan. The airport is unique in its seasonality and air service role supporting the Cape and Islands region of Massachusetts combined with environmental and community sensitivities. The Master Plan includes an airports GIS survey, scenario-based forecasts and capacity that are uniquely influenced by its seasonal service, a robust environmental overview, terminal building and apron review due to changing airline fleets, runway length evaluation, and review of non-standard geometry. Additional considerations are non-aviation revenue and income diversification and roadway access to the airport. Project Owner: Town of Barnstable, Massachusetts

ROBERT TOOMEY

MJ | SENIOR CAD TECHNICIAN

Mr. Toomey is experienced in the use of MicroStation, AutoCAD and ArcView and utilizes this software to develop associated plans, figures and layout sheets for a variety of environmental, planning, and design assignments. Mr. Toomey's experience includes providing plans, details, and quantity estimates to support aviation, highway and bridge projects.

RELEVANT EXPERIENCE

Master Plan Update, Key West International Airport, Key West, FL - Technician responsible for development of Master Plan figures. This Master Plan Update addressed several key issues including runway length requirements, passenger terminal capacity, curbside and parking capacity, aircraft parking positions and apron capacity and configuration, runway and taxiway geometry, and future general aviation (GA) facility requirements. As a subconsultant, MJ is responsible for: evaluation of existing general aviation (GA) and land use conditions, GA and based aircraft forecasts of activity, GA facility requirements and development alternatives, land use planning, NAS Key West joint use facility analyses, and public involvement. Project Owner: Monroe County

Airport Layout Plan Updates, Sumter County Airport, Sumter, SC - CADD Technician responsible for AutoCAD figures, plans and obstruction analysis. McFarland Johnson conducted an Airport Layout Plan Update for Sumter Airport. The project explored the extension of the primary runway to better accommodate mid- to large-sized corporate jets, which are increasingly utilizing the Airport. The plan also identified opportunities to develop new hangar space and diversify airport revenues through targeted asset management. This 14-month project relied heavily on direct engagement with the Airport Sponsor and a diverse group of stakeholders, culminating in an airport development workshop and strong consensus for the recommended plan. The project was funded primarily by the FAA through an AIP grant to the Airport with matching funds provided by both the South Carolina Aeronautics Commission and the Airport Sponsor. Project Owner: Holt Consulting Company, LLC

Airport Layout Plan (ALP) Updates, Greenville Downtown Airport, Greenville, SC - CADD Technician responsible for AutoCAD figures, plans and obstruction analysis. This project will focus on providing a 20-year development plan for the busiest General Aviation airport in the state of South Carolina by providing focused yet flexible solutions to facilitating new and expanded activities by several disparate types of airport users and tenants. Additionally, a detailed Runway Safety Area (RSA) determination will be included in this study effort to provide analysis and guidance relative to mitigating non-standard RSA conditions for the Airport's primary runway without reducing airfield utility. This will provide for additional useable runway length without physical expansion. Project Owner: Greenville Downtown Airport

Dynamic Master Plan & e-ALP Update, Greenville-Spartanburg International Airport, Greer, SC - CADD Technician responsible for AutoCAD figures and plans, GIS work and obstruction analysis. This Plan includes scenario-based planning analyses and an innovative dynamic planning approach that provides quick feedback regarding possible scenarios and resultant impacts. GSP staff are able to analyze new opportunities and planning challenges proactively before they occur rather than undergoing time consuming and costly planning efforts in a reactionary manner. The Plan focuses primarily on landside access, circulation and auto parking facilities, air cargo facility development and operations, enhanced land development and obstruction planning and consolidation of previous planning efforts into a single electronic source for planning and GIS information. The plan incorporates adjustable forecasts, scenario-based planning, planning activity levels with specific trigger points and enhanced land development and highest or best use principles. Project Owner: Greenville-Spartanburg Airport Commission

JOSEPH PETZACK

MJ | LEAD CONSTRUCTION INSPECTOR

Mr. Petzack's experience in the commercial building field includes project management, construction inspection, project planning, scoping, project coordination, and estimating. Commercial building experience also includes inspecting/overseeing single and multiple story additions, new builds, subgrade utilities, and site work.

RELEVANT EXPERIENCE

Key West International Airport Customs and Border Protection Facility Renovation, Key West International Airport, Key West, FL - Construction Inspector responsible for client coordination, schedule, overseeing material installation, quality assurance and project close-out. Planning, design and construction administration services are being provided for an expansion to the existing Customs Border Patrol facility. Currently, the facility processes 15 passengers per hour. The expanded facility will accommodate 150 passengers per hour. Extensive coordination with federal agencies (i.e. DHS and CBP), as well as the FAA and FDOT is required. MJ is providing all civil, M/E/P design construction administration, drainage, environmental, estimation and inspection services. Project Owner: Monroe County

Key West International Airport Elevated Maintenance Facility Design, Permitting and Construction Services, Key West International Airport, Key West, FL - This project involves the construction of an elevated airport maintenance facility at the Airport. The scope of work includes construction of an elevated airport maintenance vehicle and storage facility area that is connected to the existing elevated airport parking deck. The deck will be approximately 100' x 100' to its furthest extent, although the footprint will not be square and will be configured to accommodate site restrictions. A portion of the deck is covered with a roof matching the existing terminal building. Project Owner: Monroe County

Monroe County - EYW Access Road CA, , Key West, FL - This project comprised a new airport access road with parking, drainage, and lighting upgrades. Around 500-feet of two-lane roadway, 140-feet of single-lane land road, 50 parking spots, 440 feet of 8-inch waterline and other miscellaneous items were built. Project Owner: Monroe County

Monroe County - Key West International Airport (EYW) Customs Border Protection Facility Renovations Construction Services, , Key West, FL - Construction Inspector responsible for client coordination, schedule, overseeing material installation, providing quality assurance and project close-out. The project consists of construction to renovate the existing Terminal Building Annex that houses the U.S. Customs and Border Protection Facilities (CBP) at Key West International Airport (EYW) for the County of Monroe, FL. The primary goal of the project is to complete a modernization of the existing CBP facilities and includes demolition and renovation of approximately 5,000 sf of interior space. The construction project is scheduled to start in May 2020 and is scheduled for completion in June 2021. Project Owner: Monroe County

Elmira Corning Terminal Revitalization, Elmira Corning Regional Airport, Horseheads, NY - Construction Inspector responsible for facilitating coordination among multiple primes and subcontractors working in a small space on a tight deadline. The design and construction of the $61.5M terminal expansion and renovation, funded through the NY Upstate Airport Economic Development and Revitalization and FAA grant monies, was accomplished with a fast-track approach. The design and construction of the airport terminal improvements was advanced to completion in approximately 18 months, with a scheduled completion date of October 31, 2018. The project included expansion to accommodate a new concourse area, a new security checkpoint, a new baggage handling facility and claim area, and both new and renovated passenger boarding bridges. An enclosed courtyard that showcases the local landscape and was built with sustainable building and renewable energy technologies,

including a geothermal heating and cooling system for the entire facility was an important feature. Entirely new M/E/P and fire protection systems were also integral components of this renovated/expanded facility. The project was designed and bid in phases to allow for continued operation of the facility while the terminal expansion was progressing. Project Owner: Chemung County

Monroe County - MTH Car Wash Construction Services, , Marathon, FL - Construction Inspector responsible for submittal tracking, schedule, overseeing material installation, quality assurance and project close out. This project includes the construction of a 3,200 square foot car wash facility and driveway path to service rental car fleets and Monroe County Department of Public Works vehicles at the Florida Keys Marathon Airport. The project will include the following major work items: utility installations to service the car wash facility; construction of a four bay CMU car wash building; electrical, and mechanical equipment; asphalt driving path between wash facility and rental car parking area; and stormwater management facilities. MJ will provide professional services including administrative, resident inspection, geotechnical, as well as materials field and laboratory testing services during the construction of the project. Project Owner: Monroe County

T-Hangar Taxilanes Phase I-East Reconstruction & Main Apron Rehabilitation, Cortland County Airport, Cortland, NY - Construction Inspector responsible for construction supervision. The taxilane reconstruction requires an 86,000-sf, full-depth pavement reconstruction. The main apron rehabilitation required approximately 125,000 sf of pavement mill and overlay, and approximately 53,000 sf of full-depth pavement reconstruction. Pavement markings, drainage improvements and new edge and overhead lighting will also be provided. Design, bidding and construction administration services were provided. Project Owner: Cortland County

Hamilton - Apron Expansion Design, Hamilton Municipal Airport, Hamilton, NY - This project included the reconstruction and expansion of the failing pre-existing 22,200 sf aircraft apron, to an increased size of approximately 60,000 sf, in order to accommodate larger aircraft during peak times. The design effort for the aircraft apron expansion, reconstruction, and strengthening included a full-depth asphalt pavement section, grading and drainage, placement of new aircraft tie-down positions, placement of reflective pavement edge delineators, new pavement markings, and demolition of an existing T-hangar. Project Owner: Village of Hamilton

Hamilton 10 Bay T-Hangar Design and Construction Administration, Hamilton Municipal Airport, Hamilton, NY - Construction Inspector responsible for construction supervision. This project involved design and construction administration for a new, single 10-bay T-Hangar and associated site work improvements at the Airport. MJ assisted the Village of Hamilton in applying for and securing grant assistance for the project through the NYS Airport Development Program and administered this grant throughout the course of the project. The scope of services included T-hangar design, new electrical service, automated bi-fold doors, interior and exterior lighting, as well as installation of associated pavement markings. Construction phase services included construction administration, part-time inspection, materials testing, shop drawing review and grant closeout. Project Owner: Village of Hamilton

Hamilton - 10-Bay T Hangar CA, , Hamilton, NY - Construction Inspector responsible for client/contractor coordination, construction quality control, contractor payment, contract document interpretations and project closeout. This project involves design and bidding services for a Terminal Hangar Rehabilitation project at Hamilton Municipal Airport. The project will provide for repairs to the existing 7,000 square foot Terminal Hangar (including the terminal building and an attached maintenance/aircraft storage hangar); Approximately 6,500 square feet of the building is utilized for aircraft maintenance and storage, with the remaining space utilized for the attached general aviation terminal building. Project Owner: Village of Hamilton

ROBERT BUERKLE, PE

MJ | SENIOR ENGINEER & CONSTRUCTION MGR.

Mr. Buerkle is a former airport manager with over 37 years of professional experience in the transportation industry including planning construction management, project management and overall system management. As a former airport manager, Mr. Buerkle has experience in the overall management of airport facilities, budgeting, contract management, reviewing and approving payments, negotiating hangar leases, airport tenant relations, community relations, capital project planning, design and construction management. Mr. Buerkle's experience includes managing projects involving airport safety improvements, airport runways, taxiways, aprons and hangar facilities. Mr. Buerkle's responsibilities included seeking and managing grant funding, grant administration, capital program budgeting and management, system / project planning, preliminary and detailed engineering design, environmental review and permitting, public participation, legislative affairs, cost estimating, bidding, contract / construction administration, construction inspection, materials testing and certification, and construction project management.

RELEVANT EXPERIENCE

City of Oneonta - N66 Terminal Apron Rehabilitation Construction Admin. Oneonta, NY - This project includes the design for a Reconstruction and Rehabilitation of the Terminal Apron at the Oneonta Municipal Airport, with approximately 2,680 sy of reconstruction and 5,370 sy of rehabilitation. An assessment of the existing pavement identified a PCI score of 49 for the entire apron, with some sections rating as low as 23. The pavement was originally constructed in 1965 with the founding of the airport. The useful life for any work on the apron has long since passed (20 years for new construction, 10 years for rehabilitation). The project analyzed the existing pavement and recommend areas of full depth replacement or mill and overlay as necessary. The project included a full geotechnical report including subsurface soil conditions to analyze the existing pavements strengths and compare those to the proposed aircraft uses. The project included the replacement of existing edge lighting (approximately 20 lights) and signage (approximately 2 signs) which had outlived their useful life. The replacement of the apron will provide a minimum 20-year useful life. Without the completion of this project, the terminal apron will continue to deteriorate to the point where the terminal building and the attached fuel farm will be inaccessible. Project Owner: City of Oneonta

Corry-Lawrence Airport - Engineering Services for Apron Rehabilitation, Corry-Lawrence Airport, Corry, PA - The scope of work for this project includes removing the existing apron asphalt pavement, regrading the existing subbase, removing and replacing the existing tie-downs, placing superpave asphalt onto the regraded subbase, regrading, seeding and mulching of the embankment adjacent to the apron, and re-marking the new asphalt. Project Owner: Corry Lawrence Airport Authority

Cortland County Airport Master Plan Update, Wildlife Hazard Evaluation & Pavement Management Plan, Cortland County Airport, Cortland, NY - Task Manager responsible for oversight of PMP document development, and project work scheduling; coordination of mapping and compilation of existing pavement data; QA review of all project deliverables, as well as coordination of client meetings. This Master Plan update included reviewing the airfield for updates to FAA standards noted in AC 150/5300-13A, Airport Design. In addition, the users, aircraft characteristics, and role of the airport in the region's economy had changed since the prior Master Plan, including the presence of a based jet at the airfield with limited capabilities due to a runway length of 3,400 feet. An assessment of numerous alternatives related to an extension of Runway 6-24 was conducted. Two additional studies, a pavement Management Study and a Wildlife Hazard evaluation, were also completed to complement the findings of the Master Plan Update. Project Owner: Cortland County

Elmira Corning Regional Airport Long-Term Parking Lot Expansion, Elmira Corning Regional Airport, Horseheads, NY - This project consists of the creation of 300 additional parking spaces to the existing long-term

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c7(6932.)

lot, including relocation of the exit toll plaza to create a safer and more efficient exit point onto Airport Road and additional queue length for patrons. The project will also realign Airport Road, creating an efficient loop road around the airport parking lots for passenger pick up. MJ also provided land acquisition and re-subdivision services for adjacent parcels, as well as extensive landscaping and aesthetic improvements to the adjacent private hangar facility. An off-site overflow parking lot was also developed to accommodate parking during construction. Project Owner: Chemung County

Elmira Corning Terminal Revitalization, Elmira Corning Regional Airport, Horseheads, NY - Construction Manager responsible for monitoring budgets and construction schedules, as well as contractor coordination. The design and construction of the $61.5M terminal expansion and renovation, funded through the NY Upstate Airport Economic Development and Revitalization and FAA grant monies, was accomplished with a fast-track approach. The design and construction of the airport terminal improvements was advanced to completion in approximately 18 months, with a scheduled completion date of October 31, 2018. The project included expansion to accommodate a new concourse area, a new security checkpoint, a new baggage handling facility and claim area, and both new and renovated passenger boarding bridges. An enclosed courtyard that showcases the local landscape and was built with sustainable building and renewable energy technologies, including a geothermal heating and cooling system for the entire facility was an important feature. Entirely new M/E/P and fire protection systems were also integral components of this renovated/expanded facility. The project was designed and bid in phases to allow for continued operation of the facility while the terminal expansion was progressing. Project Owner: Chemung County

Greater Binghamton Airport Master Plan Update, Greater Binghamton Airport, Maine, NY - This project involves the preparation of a Master Plan Update to assure that the Greater Binghamton Airport and its environs are safe and efficient as well as to evaluate the changing needs of airport users and the aviation needs of the surrounding community. Initial tasks of the project included the acquisition of detailed airport mapping compliant with FAA Advisory Circular 150/5300-18B and data for development of a flexible, scenario-based Airport Master Plan Update and Airport Layout Plan. Baseline data will be collected and presented for use in subsequent planning analyses. The project includes development of an airport inventory, aviation forecasts, environmental overview and facility requirements. Project Owner: Broome County

ERI Terminal Apron Rehabilitation and Expansion CA, Erie International Airport, Erie, PA - Construction Administration services for provided for the full removal of a portion of an existing terminal apron and an addition to make the apron larger to accommodate more passenger boarding bridges. Over 7,000 cubic yards of concrete was placed and over 4,000 tons of P-403b and P-401 surface course was placed. Extra attention to safety was needed due to this being an active apron area with multiple commuter flights during working hours. This $5.8M project was finished 2 months early and on budget. Project Owner: Mead & Hunt, Inc.

Ogdensburg-Terminal Expansion & Renovation, Ogdensburg International Airport, Ogdensburg, NY - Senior Project Engineer responsible for providing contractor submittal reviews and materials testing management. This project involves design for a 4,000 sf expansion, as well as a renovation to the existing 7,200 sf terminal building. The expansion includes all the infrastructure improvements needed to accommodate the operational requirements of a 177-passenger Airbus 320 aircraft and the Low-Cost Carrier (LCC) forecast demand, while complying with current FAA and NYSDOT standards. The expansion includes: total renovation of an existing 3,200 sf hangar storage area for use as a new terminal hold room; complete renovation of the existing terminal layout; and modifications to the structural, mechanical, electrical, plumbing, information technology and fire protection systems. The larger terminal includes expanded ticket counters and queuing areas, an upgraded TSA screening lane, expanded baggage claim areas, passenger waiting areas, restrooms, a flat-plate baggage claim carousel and conveyor system, as well as administrative space. Project Owner: Ogdensburg Bridge & Port Authority

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76932.)

DAVID R. ROSA

MJ | LEAD SENIOR ENVIRONMENTAL SCIENTIST

Mr. Rosa has more than 21 years of experience in the environmental field including preparation of National Environmental Policy Act (NEPA) documents, compliance, coordination, permitting, studies, compensatory mitigation, monitoring and environmental management. His project experience includes work in the Southeastern U.S., New York, Puerto Rico, the Caribbean and the U.S. Virgin Islands. He has served as an Environmental Discipline Manager, Project Manager, Environmental Compliance Officer and Permit Coordinator for different types of projects requiring the ability to effectively handle multiple tasks in a fast-paced environment. In those positions, he gained valuable experience in regulatory compliance including preparation of alternative analysis, NEPA documents, agency coordination plans, environmental permit applications, technical reports, monitoring plans and other environmental documentation. He is also a FL Stormwater Erosion and Sedimentation Control Inspector certified by the Florida Department of Environmental Protection (FDEP) and is also in the process of finalizing a training Certificate in Airport Environmental Management from Airport Council International.

RELEVANT EXPERIENCE

On-Call Airport Planning Review and Advisory Services, Broward County Aviation Department, FL - Environmental Project Manager and Sr. Scientist providing technical support on a task assignment basis. Most recent task included aviation planning analyses essential to the development of required purpose and need projections, calculations, modeling, and documentation to support the alternative refinement of airport landside projects and initiatives including the Automated People Mover (APM), Parking Garage Demolition and Replacement and the Terminal Loop Roadway and Curbfront Improvements. Project Owner: Broward County

Fort Lauderdale-Hollywood International Airport Design-Build Runway 9R-27L Expansion, Fort Lauderdale, FL - Environmental Project Manager and Sr. Scientist responsible for agency coordination, obtain approvals from SFWMD, USACE, Broward County ERL / SWM, Broward County Tree Licenses, Dewatering permits, NPDES-Generic Permits, among others. Duties also included delineation of additional wetland areas, contamination screenings and review for dewatering permits, tree surveys and provide environmental support and Stormwater Pollution Prevention Plans (SWPPP) compliance advice. This project involved design and construction via Design-Build Method of the structures that carries Runway 9R-27L and the parallel Taxiway over US-1, FEC RR, Airport's East Perimeter Road, and relocation of NE 10th Street and NE 7th Street improvements. Project Owner: Broward County Aviation Department

Monroe County General Aviation Consultant 5-Year Term Agreement, FL - Environmental Project Manager providing technical support on a task assignment basis. The most recent assignment included a New Access Road to provide a safer and better connectivity for ground support and maintenance vehicles, in particular to fueling trucks that need direct access from S. Roosevelt Boulevard to the existing EYW's fuel farm and terminal apron. Duties and responsibilities included permitting, agency coordination, coastal mitigation (mangroves) and regulatory compliance. Project Owner: Monroe County

Environmental Compliance Support Services, Palm Beach Department of Airports, FL - Environmental Manager responsible for completing the environmental inspections within airports facility including fuel farms, report findings and all work products. Responsibilities included updates to SWPPP associated to MSGP for all four (4) Palm Beach airports, presentation preparation and annual trainings as per MSGP requirements. This project involved environmental inspections at Palm Beach International Airport, F45 Airport, Lantana Airport, and Pahokee Airport, managed by Palm Beach Department of Airports (PBDOA). The purposed of the environmental compliance support services was to help PBDOA maintain compliance with Multi Sector General Permit (MSGP) under the U.S. EPA / FL Department of Airport. Project Owner: Palm Beach Department of Airports

DAVID R. ROSA

MJ | LEAD SENIOR ENVIRONMENTAL SCIENTIST

Florida Keys Overseas Heritage Trail (FKOHT) Wetland Mitigation and Environmental Permitting Support , Key Largo, FL - Project Manager / Senior Scientist responsible for overall design coordination, project deliverables, environmental planning, permitting, wetland mitigation, project schedule and budget control. This project involved the development of a new 974-foot section of the Keys Overseas Heritage Trail (FKOHT) between the Cudjoe Gardens neighborhood and the existing FKOHT crosswalk. MJ developed a Wetland Mitigation Plan and provided environmental permitting support for this new asphalt, multi-use bicycle and pedestrian trail. The scope of work included coordination with regulatory agencies; field validation of wetland boundaries; conducting a wetland functional assessment; preparing a Cumulative Wetland Analysis; preparing an ERP application and obtaining approval from SFWMD; and preparing a CWA Section 404 application and obtaining approval from the USACE. Project Owner: Monroe County

Greenville-Spartanburg Master Plan Environmental Assessment, Greer, SC - Project Manager MJ is providing an Environmental Assessment (EA) under the National Environmental Policy Act (NEPA) in relation to projects identified in a recent master plan update. The EA is being prepared and processed in a manner consistent with applicable federal, regional, and local statutes, regulations, and guidelines. The final product is subject to the FAA and conformed to NEPA (42 U.S.C. 4321 et seq.), the Council on Environmental Quality (CEQ) regulations (40 C.F.R. Parts 1500-1508), applicable Department of Transportation (DOT) Orders, and FAA Orders 1050.1F, Environmental Impacts: Policies and Procedures and 5050.4B, National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions. The preparation of the EA involved a multidisciplinary effort and preparation of supporting environmental-engineering studies, including: Project Management; Agency Coordination; Inventory and Data Collection; Wetland Delineation; Flora and Fauna Survey; Noise Analysis ; Air Emissions Analysis; Traffic Analysis; Alternative Analysis and Conceptual Design; Public Involvement and an Environmental Impacts Evaluation. Project Owner: Greenville-Spartanburg Airport Commission

Niagara Falls Taxiway Environmental Assessment, Niagara Falls International Airport, Niagara Falls, NY - McFarland Johnson provided professional services to prepare an environmental assessment for the parallel taxiway program at the Niagara Falls International Airport. The project was undertaken through a contract with the airport's sponsor, the Niagara Frontier Transportation Authority with grant assistance from the Federal Aviation Administration and the New York State Department of Transportation. Proposed improvements assessed included the construction of Taxiways B, B1, and B2, the reconstruction of a portion of Taxiway E, the abandonment and removal of portions of Taxiways C, E, and H, and the abandonment and removal of Runway 10R-28L. The environmental assessment will be prepared to address federal and state environmental review requirements in accordance with FAA Orders 5050.4B and 1050.1F. Environmental coordination and documentation will also be developed in accordance with the requirements of 6 NYCRR Part 617 (State Environmental Quality Review as reorganized and adopted on September 20, 1995). Project Owner: Niagara Frontier Transportation Authority

Trenton-Mercer Airport New Terminal EA, Design & Construction, Trenton-Mercer Airport, West Trenton, NJ - Senior Environmental Scientist providing technical support in the preparation of the Environmental Assessment and quality control. This project requires preparation of an Environmental Assessment for construction of a new 125,000 SF terminal building, realigned access roads, relocation of the Aircraft Rescue and Firefighting (ARFF) building and an expansion of the vehicle parking lot. Key environmental concerns expressed by the public included noise, air quality, wetlands, floodplains, and stormwater. Project Owner: Mercer County.

GEORGEANNA M. NUGENT

MJ | SENIOR ENVIRONMENTAL PLANNER & REGIONAL DIRECTOR

Ms. Nugent has put her environmental expertise and project management skills to work on a wide array of municipal, transportation and aviation projects throughout the northeast. She has a thorough understanding of state and federal regulations, including the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), Section 404 of the Clean Water Act (CWA), and Section 4(f) of the USDOT Act. She is also a Certified Hazardous Materials Manager (CHMM) with extensive knowledge and experience with the Resource Conservation and Recovery Act (RCRA) and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). She is currently serving on the American Association of Airport Executives (AAAE) PFAS Working Group and the Airport Cooperative Research Programs (ACRP) Development of PFAS Source Differentiation Guidelines for Airports.

RELEVANT EXPERIENCE

Monroe County (FL) Airports General Consultant 5-Year Term Agreement, Key West Int'l & Florida Keys Marathon Airports, Multiple Locations, FL - Regional Director providing QA/QC and project oversight support on a task assignment basis. MJ has provided planning, general environmental services, design, permitting and construction services for a number of taks under this term agreement, including a four-bay rental car wash facility at Florida Keys Marathon Airport; as well as demolition of the former Hertz building; expansion of the customs and border protection (CBP) facility; a new two-lane FBO access road; and an elevated parking deck with covered airport maintenance facility area at Key West International Airport. MJ also performed a hazardous materials survey in support of the former Hertz building demolition at Key West International. Project Owner: Monroe County

Purpose & Need Documentation for Landside Projects at FLL, Fort Lauderdale-Hollywood International Airport, Fort Lauderdale, FL - Regional Division Director responsible for the QA/QC of the environmental documentation of the proposed projects. This project included aviation planning analyses essential to the development of required purpose and need projections, calculations, modeling, and documentation to support the alternative refinement of airport landside projects and initiatives including the Automated People Mover (APM), Parking Garage Demolition and Replacement and the Terminal Loop Roadway and Curbfront Improvements. The purpose and need documentation provided pertinent background information regarding need and justification for the recommended airport improvements as presented in the most recent Master Plan Report, ALP drawing set, and other information provided by BCAD. Existing and projected aviation activity was discussed as it relates to the recommended improvements. Financing, implementation, and phasing of the proposed improvements were also discussed. Project Owner: Broward County

Martha's Vineyard Environmental Assessment and Impact Report for Capital Improvement Program Projects, Martha's Vineyard, MA – Project Manager responsible for QA/QC of the Environmental Assessment and Environmental Impact Report (EA/EIR) for proposed capital improvements at the Airport. This project involves preparation of an Environmental Assessment and Environmental Impact Report (EA/EIR) for proposed capital improvements at the Airport. The EA/EIR was prepared in accordance with FAA National Environmental Policy Act and Massachusetts Environmental Policy Act policies and procedures. The scope of work included inventory and data collection, development of a purpose and need statement, alternatives development, and Environmental Notification Form (ENF) preparation. Land use, rare species, water supply, wastewater, transportation, energy and solid and hazardous waste resources were assessed as part of the ENF. The EA addressed climate, Section 4(f) Resources, natural resources and energy supply as well as socioeconomic, environmental justice, and children's environmental health and safety risks. Project Owner: Martha's Vineyard Airport Commission

GEORGEANNA M. NUGENT

MJ | SENIOR ENVIRONMENTAL PLANNER & REGIONAL DIRECTOR

Trenton-Mercer Airport New Terminal EA, Design & Construction, Trenton-Mercer Airport, West Trenton, NJ - This project requires preparation of an Environmental Assessment for construction of a new 125,000 SF terminal building, realigned access roads, relocation of the Aircraft Rescue and Firefighting (ARFF) building and an expansion of the vehicle parking lot. Key environmental concerns expressed by the public included noise, air quality, wetlands, floodplains, and stormwater. Project Owner: Mercer County

NYSDOT - FRG Capital Planning & Environmental Engineering Services, Republic Airport, East Farmingdale, NY - Project Manager responsible for completion of categorical exclusion documents. As part of this project, MJ provided environmental and planning assistance associated with managing the capital improvement program for the Airport and to meet Federal Aviation Administration (FAA) requirements associated with the federal Airport Improvement Program (AIP) and state-funded grants. All documents are being completed in accordance with applicable Advisory Circulars and include a full description of the proposed projects as well as impact on environmental resources such as groundwater, wetlands and biological resources. Project Owner: New York State Department of Transportation

Ogdensburg Terminal Area Plan Environmental Assessment, Ogdensburg International Airport, Ogdensburg, NY - Senior Environmental Analyst responsible for completion of the Environmental Assessment. MJ prepared an Environmental Assessment (EA) related to drainage and terminal area improvement projects at the Airport, which was funded with grant assistance from the FAA's Airport Improvement Program and NYSDOT. Preliminary designs and estimates were also provided for these improvements. Drainage improvements involved conveyance and capacity upgrades in the western portion of the airport property and the construction of a new 60-inch culvert under NYS Route 812, discharging to the Oswegatchie River. Improvements to the terminal area included construction of an expanded 3-4 gate passenger terminal building, the expansion of the terminal apron, and the construction of an equipment storage building. Project Owner: Ogdensburg Bridge & Port Authority

Florida Keys Overseas Heritage Trail (FKOHT), Connection at Cudjoe Gardens, Cudjoe Key, FL | Regional Director responsible QA/QC of wetland reports and environmental permitting. Duties included environmental management support to the environmental team for avoidance and minimization efforts and coordination. The Monroe County received a grant from the Florida Department of Transportation through a LAP Agreement to design and construct a missing section of the FKOHT between Cudjoe Gardens neighborhood and the existing FKOHT crosswalk. Project Owner: Monroe County

Port of Albany- Beacon Harbor Site Plan and General Environmental Impact Statement, Albany, NY Senior Environmental Analyst responsible for preparation of various sections of the Environmental Impact Statement, providing response to comments, and developing environmental justice supplemental documentation for the proposed site expansion. The proposed project includes obtaining site plan approval for an industrial park on 81.62 acres of land at the Beacon Island site, located at the confluence of the Normans Kill and Hudson River.

KELLI R. WALTERS

MJ | LEAD AVIATION GRANTS MANAGER

Ms. Walters leads MJ's Grant Administration Department and has 25 years of experience administering and complying with various State and Federal Grant programs. Kelli is instrumental in assisting our aviation clients in obtaining grant funding for projects and keeping grant allocations on track. The federal and state grant process continues to become more burdensome on airports. We recognize that you don't have a huge support staff at the Airport. Kelli and MJ's grant administrators make it easy on you and your staff to comply with grant-related regulations.

RELEVANT EXPERIENCE

Chemung - Terminal Apron Design, Horseheads, NY - This project involved design and construction administration services for the full-depth reconstruction of 84,000 sf of the terminal apron. The 2018 terminal expansion project, which extended the concourse to the east, resulted in jet bridges and aircraft parking positions that were outside of the former concrete parking area. The project required pavement strengthening to accommodate the increased use by heavier aircraft. Pavement, markings, signage and lighting were also provided. Project Owner: Chemung County

Chemung-Elmira Deicing Apron Rehabilitation, Elmira Corning Regional Airport, Horseheads, NY - Grants Administrator responsible for grant pre-applications, grant applications, Federal and State reimbursement requests, grant closeouts and ensuring compliance with grant requirements. MJ undertook an extensive program to determine the quantity and quality of the existing pavements, the condition of the drainage structures that service the area, the deicing fluid separation controls, and the geometry of the pavements. The result was the realization that the existing pavements did not meet the structure required to service the current and projected aircraft fleet mix anticipated to utilize the facility. The design called for the complete full depth replacement of the existing asphalt pavements with concrete pavement, the replacement of the runoff collection trench drain system, new heavy duty catch basins, and the installation of new valves and piping to divert stormwater with deicing fluids to a collection and conveyance system. Project Owner: Chemung County

N66 Terminal Apron Rehabilitation Construction Admin, Oneonta, NY - This project includes the design for a Reconstruction and Rehabilitation of the Terminal Apron at the Oneonta Municipal Airport, with approximately 2,680 sy of reconstruction and 5,370 sy of rehabilitation. An assessment of the existing pavement identified a PCI score of 49 for the entire apron, with some sections rating as low as 23. The pavement was originally constructed in 1965 with the founding of the airport. The useful life for any work on the apron has long since passed (20 years for new construction, 10 years for rehabilitation). The project analyzed the existing pavement and recommend areas of full depth replacement or mill and overlay as necessary. The project included a full geotechnical report including subsurface soil conditions to analyze the existing pavements strengths and compare those to the proposed aircraft uses. The project included the replacement of existing edge lighting (approximately 20 lights) and signage (approximately 2 signs) which had outlived their useful life. The replacement of the apron will provide a minimum 20-year useful life. Without the completion of this project, the terminal apron will continue to deteriorate to the point where the terminal building and the attached fuel farm will be inaccessible. Project Owner: City of Oneonta

Partial Parallel Taxiway Design, Saratoga County Airport, Ballston Spa, NY - This project consists of design and bidding of a Partial Parallel Taxiway at the Saratoga County Airport. The TW is 1,700 linear feet of 35-foot-wide new Partial Parallel Taxiway A for the main runway crossing the airport's secondary runway and providing access to the Airport's Terminal Area and FBO. Included in the design were Taxiway pavement, edge lighting, signage, striping, grading, and drainage. In addition the project removed the non-standard portion of

the parallel taxiway adjacent the intersection to its proper 400' centerline to centerline offset. With the addition of the new TW A the project was able to close the existing taxiway D, creating a staging area for two on-airport glider clubs. The new Taxiway and glider staging has created the separation of powered and non-powered aircraft operations creating a safer operating environment on the airfield. Design efforts included the implementation of a Geotechnical Investigation Program to evaluate the existing soils, presence of groundwater, and inform the pavement design. The project also included the design of offsite mitigation coordinated and approved by the NYSDEC and USFW for impacts to Kerner Blue Butterfly (KBB) habitat. Project Owner: Saratoga County

Greater Binghamton Airport Master Plan Update, Greater Binghamton Airport, Maine, NY - Grants Administrator responsible for annual Capital Improvement Plan Updates and data sheets, grant pre-applications, grant applications, Federal and State reimbursement requests, grant closeouts and ensuring compliance with grant requirements. This project involves the preparation of a Master Plan Update to assure that the Greater Binghamton Airport and its environs are safe and efficient as well as to evaluate the changing needs of airport users and the aviation needs of the surrounding community. Initial tasks of the project included the acquisition of detailed airport mapping compliant with FAA Advisory Circular 150/5300-18B and data for development of a flexible, scenario-based Airport Master Plan Update and Airport Layout Plan. Baseline data will be collected and presented for use in subsequent planning analyses. The project includes development of an airport inventory, aviation forecasts, environmental overview and facility requirements. Project Owner: Broome County

Greater Binghamton Parallel Taxiway B Design, Bidding and Construction Administration, Greater Binghamton Airport, Maine, NY Grants Administrator responsible for grant pre-applications, grant applications, Federal and State reimbursement requests, grant closeouts and ensuring compliance with grant requirements. This project involved the removal of "hot spot" Taxiway G, and extending Taxiway K to provide a full standard parallel taxiway to Runway 10-28 named Taxiway B. The project consisted of constructing 50' wide by 1,830' long new taxiway to complete the full parallel taxiway. A topographic survey and the implementation of a Geotechnical Investigation Program were included to evaluate the existing pavement thickness, soils, and presence of groundwater. This information was used to determine milling depths of the existing asphalt and overlay thicknesses for proposed asphalt. The project design efforts also included a review of current pavement markings, and other FAA Standards. Design profiling each existing Taxiways, H, K, L M, and P was required to ensure FAA standards for grades and cross slopes were met. Other work included the installation of new taxiway edge lights, electrical conduit and wiring, light bases, guide signs and foundations, pavement markings, closed drainage systems, and post construction stormwater management best practices. Construction activity was phased to minimize impacts to airport operations. Runway 10-28 was utilized as a temporary taxiway to maintain GA access to Runway 16-34. Construction within the Runway 16-34 safety area was completed during two weekends with 12-hour night shift periods, to accommodate flight schedules. Project Owner: Broome County

Apron Expansion Design, Hamilton Municipal Airport, Hamilton, NY - Grants Administrator responsible for grant pre-applications, grant applications, Federal and State reimbursement requests, grant closeouts and ensuring compliance with grant requirements. This project included the reconstruction and expansion of the failing pre-existing 22,200 sf aircraft apron, to an increased size of approximately 60,000 sf, in order to accommodate larger aircraft during peak times. The design effort for the aircraft apron expansion, reconstruction, and strengthening included a full-depth asphalt pavement section, grading and drainage, placement of new aircraft tie-down positions, placement of reflective pavement edge delineators, new pavement markings, and demolition of an existing T-hangar. Project Owner: Village of Hamilton

ZACH STAFF, PP, AICP

MJ | SR. AVIATION PLANNER/FINANCIAL SPECIALIST

Mr. Staff is responsible for the preparation of airport planning analyses, financial analyses and associated technical research. He has experience with federal, state, and local environmental permitting and planning requirements and obtaining regulatory approvals. He has an extensive background in geographic information systems (GIS), including creation of large amounts of digital data and data analysis. Mr. Staff's comprehensive planning experience includes interpreting zoning requirements, analyzing auto traffic flows, completing inventories of public spaces, and preparing and analyzing documents used for public hearings and meetings.

RELEVANT EXPERIENCE

Asheville Regional Airport- PFC Amendments 2020, Fletcher, NC - Project Manager and Senior Airport Planner responsible for development of PFC documentation. This project involves the development of amendment documentation and a new application associated with the Passenger Facility Charge (PFC) Program at the Asheville Regional Airport (AVL). The goals of this project are to assist the Airport Authority with development of amendment documents and the expedited development of a new PFC application as a result of changes in estimated project costs and passenger enplanements that are higher than previously forecast. The project includes preparation of application documents, including cash flow estimates, and ongoing coordination with the FAA. As part of the project, MJ will lead all aspects of air carrier coordination and public notice, and will develop the final application and amendment documents for submission to the FAA. Project Owner: Greater Asheville Regional Airport Authority

Pitt-Greenville Passenger Facility Charge (PFC) Administration 2019-2021, Pitt-Greenville Airport, Greenville, NC - Project Manager and Senior Airport Planner responsible for development of PFC documentation and ongoing management of the PFC program. This project provides assistance with the administration of the Passenger Facility Charge (PFC) program at the Airport. The services include assistance with monthly and quarterly reporting responsibilities as required under 14 CFR Part 158, the development of PFC Application #11, the development of PFC program amendment request documents, as well as on-going coordination and communication with the Pitt-Greenville Airport Authority. The goals of the project include review of currently open PFC applications to determine closeout processes and final project costs and the development of amendments to document these revised cost estimates. The development PFC Application #11 includes the preparation of the draft and final Notice of Intent documents, as well as developing documentation for the air carrier coordination and public notice periods. Further, MJ will coordinate all anticipated submissions with the FAA on behalf of the Airport. Project Owner: Pitt-Greenville Airport Authority

Elmira Corning Dynamic Master Plan, Elmira Corning Regional Airport, Horseheads, NY - Airport Planner responsible for completion of the environmental overview and development of the GIS interface. This project involved the development of a Dynamic Master Plan that utilized an innovative approach to airport planning and provides for additional flexibility in airport planning management. The Dynamic Master Plan focuses primarily on terminal issues, auto parking facilities and constraint management. The plan incorporates adjustable forecasts, scenario-based planning, planning activity levels with specific trigger points and phased alternative development that includes constraint management. A sustainability component of this project will also assist in better positioning the airport for future needs. The dynamic Master Plan will combine all of the data collected with updated aerial mapping with a final product consisting of an existing conditions Airport Layout Plan in keeping with FAA Airports GIS standards. The final product links forecast-based facility requirement variables to a dynamic and interactive Airport Layout Plan, making the final dynamic deliverables infinitely more useful for both the FAA and the airport. Project Owner: Chemung County

ZACH STAFF, PP, AICP

MJ | SR. AVIATION PLANNER/FINANCIAL SPECIALIST

MMU Runway 5-23 Rehabilitation Feasibility Study, Morristown Municipal Airport, Morristown, NJ - Airport Planner responsible for document preparation and review. This multi-phased project involves the development of a feasibility study to establish and assess a comprehensive, multi-year, phased development plan for the overall rehabilitation of Runway 5-23. MJ was responsible for the Runway Safety Area, Drainage, NEPA and permitting components of the project. The proposed safety area improvements include installation of an Engineered Materials Arresting System (EMAS) on the Runway 5 end and grading and drainage improvements on the Runway 23 end. The narrative report included an analysis of design alternatives, cost estimates, and a construction phasing plan. Environmental constraints were also evaluated. Project Owner: Town of Morristown

Westchester County Airport Runway 11-29 Feasibility Study, Westchester County Airport, White Plains, NY - Airport Planner / GIS Specialist responsible for the acquisition and analysis of GIS data, assistance with the development of alternatives, and assessment of land use impacts associated with development alternatives. This project involved a study to identify alternatives for the realignment of Runway 11-29. The existing runway was underutilized due to a displaced threshold that was a result of non-standard safety areas and off-airport obstructions that could not be effectively mitigated. The study included the analysis of these obstructions through an AGIS-compliant aerial survey of both the existing runway approaches, and the area that might be utilized for the alternative alignments. Additional considerations within the study included analysis of noise and environmental impacts, construction costs, wind coverage and development opportunities for each of the three alternatives identified in the initial phase of the study. Project Owner: Westchester County

Cape Cod Gateway Airport Master Plan/Airport Layout Plan Update, Cape Cod Gateway Airport, Hyannis, MA – Senior Project Planner responsible for quality assurance. McFarland Johnson was selected to create the Master Plan. The airport is unique in its seasonality and air service role supporting the Cape and Islands Region of Massachusetts combined with environmental and community sensitivities. The Master Plan includes an airports GIS survey, scenario-based forecasts and capacity that are uniquely influenced by its seasonal service, a robust environmental overview, terminal building and apron review due to changing airline fleets, runway length evaluation, and review of non-standard geometry. Additional considerations are non-aviation revenue and income diversification and roadway access to the airport. Project Owner: Town of Barnstable, Massachusetts

Broome County BGM Master Plan Update, Greater Binghamton Airport, Maine, NY - Project Manager responsible for project coordination, public participation and alternatives development. This project involves the preparation of a Master Plan Update to assure that the Greater Binghamton Airport and its environs are safe and efficient as well as to evaluate the changing needs of airport users and the aviation needs of the surrounding community. Initial tasks of the project included the acquisition of detailed airport mapping compliant with FAA Advisory Circular 150/5300-18B and data for development of a flexible, scenario-based Airport Master Plan Update and Airport Layout Plan. Baseline data will be collected and presented for use in subsequent planning analyses. The project includes development of an airport inventory, aviation forecasts, environmental overview and facility requirements. Project Owner: Broome County

Sussex County - Delaware Coastal Airport Master Plan Update, Delaware Coastal Airport, Georgetown, DE - Project Manager responsible for project coordination, quality assurance review, public coordination, and the development of the Airport Layout Plan set. The purpose of the MPU is to confirm that the Airport and its environs are safe and efficient, as well as to evaluate the growing needs of Airport users and the aviation needs of surrounding communities. Initial tasks of the project include the acquisition of detailed planimetric data for the airfield and surrounding area necessary to assist with the development of the MPU and the resultant Airport Layout Plan. A stakeholder committee was established and a public information workshop completed include public participation in the project. Project Owner: Sussex County Government

SCOTT LECOUNT

MJ | SR. AVIATION PLANNER/FINANCIAL SPECIALIST

Mr. LeCount has nearly 25 years of experience and offers specialized expertise advising general aviation and small/non-hub commercial airports on business and management issues, specifically revenue growth strategies, lease and use terms and agreements, fair market rents, airline rate modeling, fee schedules/ rates and charges, minimum standards, and other policy and financial issues. Mr. LeCount's current work also includes statewide system plans, where he has served as technical lead/project manager in Maine, Nebraska, Vermont, and New Hampshire in the last five (5) years. Mr. LeCount's master planning work typically includes financial analysis to identify funding and implementation plans for the CIPs and advising on non-aeronautical development. Scott also has a B.A. Degree in Urban Planning from the University of Cincinnati.

RELEVANT EXPERIENCE

Greenville-Spartanburg International Airport Dynamic Master Plan & e-ALP Update, Greenville-Spartanburg International Airport, Greer, SC - Senior Airport Planner responsible for leading development of financial elements of Plan, including financial feasibility for funding the ACIP, and a financial model that evaluates and forecasts impacts of future growth scenarios for the Airport. This Plan includes scenario-based planning analyses and an innovative dynamic planning approach that provides quick feedback regarding possible scenarios and resultant impacts. GSP staff are able to analyze new opportunities and planning challenges proactively before they occur rather than undergoing time consuming and costly planning efforts in a reactionary manner. The Plan focuses primarily on landside access, circulation and auto parking facilities, air cargo facility development and operations, enhanced land development and obstruction planning and consolidation of previous planning efforts into a single electronic source for planning and GIS information. The plan incorporates adjustable forecasts, scenario-based planning, planning activity levels with specific trigger points and enhanced land development and highest or best use principles. Project Owner: Greenville-Spartanburg Airport Commission

Wilmington New Castle Airport Terminal Operational Capacity Assessment, Wilmington Airport, New Castle, DE - Senior Planner responsible for performing a terminal functional area analysis and financial planning. A terminal capacity assessment was conducted at the Wilmington Airport (ILG) to determine future needs. The existing aged passenger terminal was undersized for the increased air carrier service by Frontier Airlines that had been added in July 2013. The assessment included an inventory of existing terminal facilities and capacity analysis using International air Transport Association (IATA) Level of Service standards. As there was limited historical data for passenger services at ILG, forecast scenarios were prepared based on recent passenger booking data and the terminal functional area requirements were calculated based on a square footage basis. The analysis also included an estimate of parking requirements. Terminal and parking alternatives to address long-range needs were evaluated and developed based on cost, environmental constraints and constructability. A financial model based on a breakdown of eligible and non-eligible Airport Improvement Program costs and financing option was also prepared. Project Owner: Delaware River and Bay Authority

Bradford Regional Airport Business Park Strategy & Development Plan, Bradford Regional Airport, Smethport, PA Lead Planner responsible for making a case to pursue development of a business park at the Airport. This required analysis of short and mid-term financial performance and revenue generation over the period under several different tenant and absorption/lease-up scenarios. The Bradford Regional Airport Authority and McKean County Economic Development (MCED) identified a need to develop a business plan for a planned development on approximately 95 acres of land at the Airport. The plan considers opportunities on the identified site at the Airport and assists the agencies with building and maintaining efforts towards the pursuit of development

on the site that will provide economic benefits to the Airport and the community. Tasks within the study include the inventory of historic and current conditions affecting development at the Airport, a Strengths-Weaknesses-Opportunities-Threats (SWOT) analysis, a highest and best use analysis, the development of a baseline financial analysis, and the development of a recommended action plan and recruitment strategy. Project Owner: Bradford Regional Airport Authority

Cape Cod Gateway Airport Rates and Charges Study, Cape Cod Gateway Airport, Hyannis, MA - Senior Planner responsible for the analysis and development of a Rates & Charges Study, and for serving as lead technical expert on the design and development of an airline rate model. He also designed the spreadsheet-based financial model. Cape Cod Gateway Airport (formerly Barnstable Municipal Airport) management identified a need to improve the methods by which they establish Airport rates and charges during the annual budgetary cycle. MJ provided a spreadsheet-based financial model that analyzes and demonstrates a direct link between costs borne by the Sponsor and fees charged for use of the airfield and terminal areas. Additionally, the model includes added functionality to support the Sponsor's pricing policy for the fuel concession business, and distinctions rates to accommodate use by signatory and non-signatory operators, and the potential for applying seasonal premiums. The Study documentation provides the basis for a change in rate-making method, includes relevant information and guidance pertaining to FAA grant assurances and Airport Compliance Manual guidance for use by Airport Management and the Airport Commission. Project Owner: Town of Barnstable, Massachusetts

Middletown Regional Airport MRO Market Research and Marketing Collateral, Middletown Regional Airport, Middletown, OH - Lead Financial Planner responsible for technical budget and operating analysis, business case/scenario development and pro formas. MJ developed a pursuit strategy for the attraction of a Maintenance, Repair, and Overhaul business to the Airport. The City is currently working through an update to the Master Plan and has identified significant land for aeronautical use that can take advantage of the Airport's runway length, strong existing transportation and logistics network, and its strategic location between Cincinnati and Dayton Metro area. The MRO growth strategy is complemented by the City's success in establishing an on-Airport aviation maintenance program with a local college to build the local workforce. MJ developed a number of tools to aid the City in the pursuit and attraction of an MRO including: analysis of the MRO market; several conceptual site plans; development of marketing brochures/collateral; and a presentation that summarizes the MRO market to be used to win support from elected and appointed officials and other stakeholders. MJ also provided department support with the local development/investment groups, local Community Improvement Corporation, and the City Council during the project. Project Owner: City of Middletown

Nantucket Memorial Airport - On-Airport Housing Study, Nantucket, MA - The Nantucket Memorial Airport Commission had identified a need to study the feasibility of constructing housing at Nantucket Memorial Airport to accommodate airport employees considering the limited housing market in Nantucket. A primary goal for the Airport was to estimate the potential costs and revenues associated with a new employee housing development and assess the financial viability of the initial capital investment, on-going maintenance and operation, and long-term financial performance of the project under consideration. The goal of the project was to produce a benefit/cost model that would help the Airport make sound business decisions related to the proposed development. Project Owner: Nantucket Airport Commission

MEGAN E. CARTER-WITT, AICP

MJ | AVIATION PLANNER/FINANCIAL SPECIALIST

Megan's experience includes Airport Master Plans, Airport Layout Plan Updates, and sustainability planning. Her experience also includes utilizing AEDT software to analyze noise and air quality emissions and preparation of DBE program plans and achievement reports. She is thoroughly familiar with Airport Improvement Program requirements and preparation of FAA Part 139 Certification Manuals. During her time with a previous employer, Megan managed an airport noise complaint system.

RELEVANT EXPERIENCE

Monroe County FL Professional Engineering & Surveying Continuing Services Four to Five-Year Contract Monroe County, FL- MJ has successfully performed airport projects for Monroe County, providing engineering evaluations, planning, schematic design, design development, preparation of and design criteria reports, cost estimating, specifications, contract documents, bidding support, construction administration and inspections, plans review, environmental evaluations and permitting, and coordination, among others.

City of St. George - SGU Airport Master Plan, St. George Regional Airport, St. George, UT - This project represents the first Airport Master Plan developed for the St. George Regional Airport. The purposed of the Plan is to evaluate the growing needs of the Airport users as well as the aviation needs of the surrounding communities. The first step was to determine a method of forecasting, as there were fewer than ten years of historical data, and the existing facilities were already becoming constrained. A stakeholder committee was established and a public information workshop conducted to encourage public participation in the project. Project Owner: City of St. George

Cape Cod Gateway Airport Master Plan/Airport Layout Plan Update, Cape Cod Gateway Airport, Barnstable, MA - Junior Airport Planner responsible for gathering inventory data, forecasting, developing alternatives, analyzing facility requirements, and community engagement aspects of developing the Master Plan. McFarland Johnson was selected to create the Master Plan. The airport is unique in its seasonality and air service role supporting the Cape and Islands region of Massachusetts combined with environmental and community sensitivities. The Master Plan includes an airports GIS survey, scenario-based forecasts and capacity that are uniquely influenced by its seasonal service, a robust environmental overview, terminal building and apron review due to changing airline fleets, runway length evaluation, and review of non-standard geometry. Additional considerations are non-aviation revenue and income diversification and roadway access to the airport. Project Owner: Town of Barnstable, Massachusetts

Burlington Master Plan Update, Burlington International Airport, Burlington, VT - Junior Airport Planner responsible for developing the landside and road access requirements as part of the facility requirements section of the Master Plan Update. MJ is providing a dynamic analysis tool, facility requirements analysis and terminal development alternatives support as part of the comprehensive Airport Master Plan. The facility requirements analysis includes airside, landside and general aviation facility requirements focused on correcting non-standard geometry which was related to the close proximity of the crosswind general aviation runway to the terminal area. The terminal planning analysis was conducted for the baseline forecast scenario and 5 additional derivative scenarios focused on increased or decreased passenger air service. The 1950's era building has undergone many expansions and renovations resulting in many non-standard operating conditions that needed to be addressed and resolved as part of the facility requirements and subsequent alternatives analysis. Project Owner: Burlington International Airport

MEGAN E. CARTER-WITT, AICP

MJ | AVIATION PLANNER/FINANCIAL SPECIALIST

Erie International Airport, Tom Ridge Field, Dynamic Sustainable Master Plan Update, Erie International Airport, Tom Ridge Field, Erie, PA - This project involved the development of a Sustainable Master Plan Update (MPU). The airport recently extended its main runway (Runway 6-24) and has multiple projects scheduled for FAA geometry mitigation. The MPU considers increased airline and ULCC activity, cargo activity, geometry mitigation, and obstruction evaluation. A key requirement for the MPU was the development of the Airport Dynamic Analysis Tool (DAT). The DAT computer-based model links the aviation forecasts, facility requirements, the Airport Layout Plan (ALP) and financial models, allowing the airport to rapidly evaluate scenarios (e.g. new air carrier service, air cargo services, enhanced general aviation growth) to identify key facility requirements and financial implications of these various scenarios. Flexibility in analyzing future needs was critical due to the numerous opportunities that the airport is considering along with the high costs associated with needed maintenance at the airport. Understanding the financial capacity of the airport to take on new development projects, while ensuring that needed airfield projects are completed was an important part of the plan. The MPU also considers the airport's role in regional economic development initiatives and environmental sustainability. Coordination with both local and regional stakeholders is important to determine how the airport would deliver value towards initiatives planned or already underway. Project Owner: Erie Regional Airport Authority

Allegheny County Airport Master Plan Update, Allegheny County Airport, West Mifflin, PA - Junior Airport Planner This project involves the development of a Master Plan Update (MPU) to assure the Airport and its environs are safe and efficient, and evaluate the growing needs of airport users as well as the aviation needs of surrounding communities. The plan will identify existing conditions and develop an overview of environmental conditions, aviation forecasting, capacity and demand, alternatives, and implementation planning and financial feasibility. A Runway Safety Area (RSA) analysis will also be conducted. Together, these tasks will identify areas for future aviation and aviation-compatible development, fully evaluate RSAs and taxiway geometry based on recent FAA guidance, establish the most strategic use of the airport terminal building and ancillary structures, develop a financial model to consider impacts of future changes at the Airport, and provide a complete ALP set. Project Owner: Allegheny County Airport Authority

Greater Binghamton Airport Master Plan Update, Greater Binghamton Airport, Maine, NY - This project involves the preparation of a Master Plan Update to assure that the Greater Binghamton Airport and its environs are safe and efficient as well as to evaluate the changing needs of airport users and the aviation needs of the surrounding community. Initial tasks of the project included the acquisition of detailed airport mapping compliant with FAA Advisory Circular 150/5300-18B and data for development of a flexible, scenario-based Airport Master Plan Update and Airport Layout Plan. Baseline data will be collected and presented for use in subsequent planning analyses. The project includes development of an airport inventory, aviation forecasts, environmental overview and facility requirements. Project Owner: Broome County

Wilmington Airport Dynamic Master Plan, Wilmington Airport, New Castle, DE - With this complex and highly dynamic airport including 4 FBOs, an Air National Guard base, and intermittent periods of commercial service, this plan requires flexibility to take advantage of yet unknown opportunities or changes in market conditions. The plan considers the implications of introduction and expansion of low-cost airline service, which continues to exhibit highly variable growth. An important element of the plan is defining development nodes and evaluating how the growth of those nodes affects other areas of the airport and the financial outlook. In this regard, growth in the passenger terminal area is being evaluated against the GA development opportunities for additional FBOs and large corporate aviation tenants. Airside alternatives that consider the FAA's new airfield geometry requirements add a layer of complexity for the 3 runways at the airport. The dynamic scenario-based interface, combined with the comprehensive AGIS survey, provides a management tool for airport staff, creating flexibility to account for changes within the industry and the general economy. Project Owner: Delaware River and Bay Authority

CHRISTOPHER S. KOPEC, PE, LEED AP

MJ | SENIOR MECHANICAL ENGINEER & REGIONAL DIR. OF FACILITIES

Mr. Kopec's responsibilities include project management and the seamless incorporation of sustainable principles into the design of heating, ventilation, and air conditioning systems for institutional, medical, and commercial clients. His areas of specialty include building energy modeling, including analyzing heat transfer characteristics of building envelopes to optimize building energy performance, and working closely with architects to overcome aesthetic challenges without compromising system design. Mr. Kopec has also instructed LEED-accredited classes for office staff.

RELEVANT EXPERIENCE

Rental Car Wash Facility, Florida Keys Marathon International Airport, Marathon, FL - QA/QC Engineer responsible for oversight of M/E/P disciplines for this project, which included the planning, design and construction of a four-bay rental car wash and staging facility. All land use/site planning, civil and MEP design, construction administration and inspection services are being provided. Project Owner: Monroe County (FL)

Customs Border Patrol Facility Phase III Expansion, Key West International Airport, Key West, FL - QA/QC Engineer responsible for oversight of M/E/P subconsultants. Planning, design and construction administration services are being provided for an expansion to the existing Customs Border Patrol facility. Currently, the facility processes 15 passengers per hour. The expanded facility will accommodate 150 passengers per hour. Extensive coordination with federal agencies (i.e. DHS and CBP), as well as the FAA and FDOT is required. All civil, M/E/P design construction administration, estimation and inspection services will be provided. Project Owner: Monroe County (FL)

key west international airport concourse A terminal improvement program Planning programming and design - Key west, FL - Lead Engineer responsible for oversight of MEP disciplines.McFarland Johnson provided planning/programming, engineering design and permitting services for the Key West International Airport Concourse A Terminal Expansion Program. The project comprises of a new seven gate Concourse A facility totaling 48,802 SF, and space for gates/holdrooms, circulation, concessions, restrooms, TSA security checkpoint, baggage claim, and support areas. A new extended passenger bridge located post-security will connect the existing landside terminal building with the new Concourse A facility. The estimated cost of the terminal program is $85 million. Project Owner: Monroe County (FL)

Maintenance Facility & FBO Project Definition and Programming Report, Greenville-Spartanburg International Airport, Greer, SC - Project Manager responsible for development of the programming phase reports for the airport maintenance and FBO facilities. This project involves development of a project definition and program (PDP) report, including detailed planning and preliminary design drawings that outline the expansion of the existing Fixed-Based Operator (FBO) terminal and the expansion of the existing maintenance facilities, which may include new maintenance-related buildings. The Airport continues to experience significant growth in traffic. As a result, several support buildings need to be evaluated, to not only serve the needs of today, but to help serve future needs, as well. Project Owner: Greenville-Spartanburg International Airport

Schuylkill-Construct Hangar Project Engineering Design Services, Schuylkill County Airport, Pottsville, PA - Senior Mechanical Engineer and Facilities Group Manager responsible for quality assurance review. This project provided a 7,300 square foot hangar capable of housing corporate aircraft. The pre-fabricated metal clear span hangar includes a concrete pier/frost wall foundation, concrete floor and bottom rolling door. The hangar project is funded by a Penn DOT Bureau of Aviation Capital budget grant at a funding level of 50% State and 50% Local shares. During the project formulation and pre-design estimates completed by MJ, it was found that the

CHRISTOPHER S. KOPEC, PE, LEED AP

MJ | SENIOR MECHANICAL ENGINEER & REGIONAL DIR. OF FACILITIES

Hangar project originally funded at $200,000 state and $200,000 local was not sufficient to construct an aircraft hangar to the size meeting the airport's needs. MJ assisted the airport authority in securing additional grants at funding levels of $200,000 state and $200,000 local, thereby increasing the project budget from $400,000 to $800,000. Project Owner: Schuylkill County Airport Authority

Sustainable Master Plan Update, Buffalo Niagara International Airport, Buffalo, NY - Senior Mechanical Engineer and Task Leader responsible for energy and building audit review. This project involves the first-of-its-kind, comprehensive, Sustainable Airport Master Plan in the FAA Eastern Region. The primary goal of this project was not only to develop both air and landside infrastructure and facilities to meet the growing demand, but to identify and implement realistic sustainable targets and practices for current and future projects. The work includes improvements to existing air and landside facilities and recommendations for new and innovative ideas to enhance cost-effective operations, profitability and customer service at the airport. The Sustainability Plan established sustainability goals and targets for the airport, present a prospective inventory of cost-effective environmental initiatives, and establish a procedure by which environmentally-sustainable development and practices are to be integrated into the Master Plan and future airport planning. Project Owner: Niagara Frontier Transportation Authority

Village of Hamilton - Terminal Hangar Rehabilitation Design, Hamilton Municipal Airport, Hamilton, NY - Project Manager This project included design and bid phase services for upgrades to an existing terminal hangar, comprised of a 500 sf terminal structure with an attached 6,500 sf maintenance/aircraft storage hangar. The terminal structure was demolished and replaced with a new 1,200 sf building. Exterior improvements to the hangar structure included a new bi-fold door, a new roof, exterior building skin repairs and repainting, window replacement, wall and roof insulation upgrades, and exterior lighting upgrades. Interior improvements included a new emergency eyewash station, new gas fired domestic water heater, and natural gas heating equipment. The facility was also connected to the municipal water and sewer system. Funding for the project included grants received from the State of New York through the Aviation Capital Grant Program and the Multi-Modal #4 Grant Program, as well as a future grant anticipated through the FAA's Airport Improvement Program. Project Owner: Village of Hamilton

Plattsburgh Terminal Expansion & Renovation Preliminary Design & Environmental Assessment, Plattsburgh International Airport, Plattsburgh, NY - Senior Mechanical Engineer responsible for coordination and management of all M/E/P design tasks. Among other duties, Chris provided design guidance and review for the HVAC systems, including analysis of existing rooftop units, and design and specification of new rooftop units, heat pumps, and energy recovery units. This project involved an environmental assessment (EA) and preliminary design for a new, two-story, 87,731 SF Passenger Terminal Building addition, as well as renovations to the existing, 41,380 SF building. The EA included a compressed schedule with a Finding of No Significant Impact (FONSI) received within less than eight months from notice to proceed. The engineering effort included new and renovated architectural, civil, structural, HVAC, plumbing, fire protection, baggage handling, special systems, passenger boarding bridges and electrical systems. An environmental assessment, site improvements, and paving work, as well as relocation of existing utilities was also included. Analyses of access and parking were performed to define demand and determine the appropriate parking capacity. Based on these analyses, as demand warrants, expansion of existing parking lots was designed. Design also included intersection and roadway improvements for the existing entrance road, as well as reconfiguration of access roads to service the terminal. Project Owner: Clinton County

CHARLES M. HOWE, PE, LEED AP

MJ | SENIOR ELECTRICAL ENGINEER

Mr. Howe's experience in the electrical engineering field includes medium and low-voltage power distribution, fire detection and alarm systems, lighting and lighting control systems, communications, emergency power generation and security systems. His project management expertise encompasses all phases of design, design calculations, oversight and preparation of contract documents, QA/QC preparation of cost estimates, preparation of grant applications, review of payment reimbursement requests, and construction inspection.

RELEVANT EXPERIENCE

Key West International Airport Elevated Maintenance Facility Design, Permitting and Construction Services, Key West International Airport, Key West, FL - QA/QC Engineer responsible for quality review of the electrical portion of the documents. This project involves the construction of an elevated airport maintenance facility at the Airport. The scope of work includes construction of an elevated airport maintenance vehicle and storage facility area that is connected to the existing elevated airport parking deck. The deck will be approximately 100' x 100' to its furthest extent, although the footprint will not be square and will be configured to accommodate site restrictions. A portion of the deck is covered with a roof matching the existing terminal building. Project Owner: Monroe County

Monroe County - EYW Access Road CA, , Key West, FL - This project comprised a new airport access road with parking, drainage, and lighting upgrades. Around 500-feet of two-lane roadway, 140-feet of single-lane land road, 50 parking spots, 440 feet of 8-inch waterline and other miscellaneous items were built. Project Owner: Monroe County

Monroe County - EYW Terminal Expansion Design, , Key West, FL - McFarland Johnson provided engineering design services for the Key West International Airport Concourse A Terminal Expansion Program. The terminal program includes a new seven gate Concourse A facility totaling 48,802 square feet, and will include space for gates/holdrooms, circulation, concessions, restrooms, TSA security checkpoint, baggage claim, and support areas. A new extended passenger bridge located post-security will connect the existing landside terminal building with the new Concourse A facility. The new concourse is comprised of a single-story concrete structure that is supported by piers to align with the second level of the existing terminal, remain above storm surge and flood elevations, and is open below to accommodate airside operations. The estimated cost of the terminal program is $80 million. Project Owner: Key West International Airport

Monroe County - EYW Terminal Expansion Program Verification, Key West International Airport, Key West, FL - Senior Electrical Engineer responsible for verification of existing electrical field conditions, schematic design report recommendations, and 15% schematic design drawing review, as well as preparation of the electrical portion of the verification/findings report. This project involves program validation services, developing a findings report and providing preliminary engineering design services associated with a proposed terminal expansion at the Airport. The proposed expansion will incorporate a new Concourse A totaling 48,802 square feet into the terminal as well as a new extended passenger bridge. MJ developed the program validation based upon the review of the Concourse A Schematic Design Narrative Report and the 15% Schematic Design drawings produced by another consultant. A findings report was developed based upon the review of existing data, identification of design concerns, and confirmation of code compliance. The report also suggested architectural and engineering changes to the initial designs. Project Owner: Monroe County

CHARLES M. HOWE, PE, LEED AP

MJ | SENIOR ELECTRICAL ENGINEER

Greenville-Spartanburg International Airport Terminal Expansion Study, Greer, SC - Senior Electrical Engineer responsible for observation of existing electrical field conditions, review of existing electrical power demand on the existing systems; review of existing emergency power system and available capacity and preparing the electrical portion of the project definition and programming report.. This project entailed study and development of a project definition and programming (PDP) report that identifies a preferred commercial terminal development program to enable GSP to accommodate up to and beyond 3 million annual enplaned passengers. The resultant $170 million dollar program provides for two concourse expansions, eight additional aircraft gates, expanded commercial aircraft apron (including RON apron), an FIS facility, expanded outbound baggage system, an additional three-unit baggage claim, an expanded administrative suite and significant roadway modifications and terminal curb improvements. Project Owner: Greenville-Spartanburg Airport Commission

Runway Incursion Mitigation Project - Reconfigure Taxiway H, , Manchester, NH - This project consists of the design, permitting, bid phase, construction administration, and resident engineering services to reconfigure the northern portion of Taxiway H and Taxiway L pavements to mitigate the existing Hot Spot location at the Airport. The portion of Taxiway H to be reconfigured is located north of the intersection with RW 6-24 and connects to the Runway 17 End of Runway 17-35. The newly configured section of Taxiway H will be renamed to TW K to help minimize confusion from Air Traffic Control Tower directions. The basis of the geometric design to eliminate the existing Hot Spot is based on the preferred Taxiway H alternative recommended as part of the recently completed Airfield Geometry Review and Alternatives Analysis and Airport Layout Plan Update study. The project will also upgrade the existing Airfield Lighting Control and Monitoring System hardware and software, including a remote access option. Project Owner: Manchester-Boston Regional Airport

Wilkes-Barre/Scranton International Airport Taxiway B Extension Design & CI, Wilkes-Barre/Scranton International Airport, Avoca, PA - Senior Electrical Engineer responsible for providing QA/QC review and comments on electrical design as well as assisting with power and communications system design coordination. This project involves designs for the extension of Taxiway B on the Runway 4 approach end at the Airport. The scope of work also includes an environmental assessment, relocation of FAA-owned navigational facilities, coordination with the FAA, stormwater management, embankment fill borrow material staging and coordination, taxiway lighting and signage design, and relocation of the Air Traffic Control Tower Access Road. Project Owner: Wilkes-Barre/Scranton International Airport

Greater Binghamton Parallel Taxiway B Design, Bidding and Construction Administration, Greater Binghamton Airport, Maine, NY - This project involved the removal of “hot spot” Taxiway G, and extending Taxiway K to provide a full standard parallel taxiway to Runway 10-28 named Taxiway B. The project consisted of constructing 50’ wide by 1,830’ long new taxiway to complete the full parallel taxiway. A topographic survey and the implementation of a Geotechnical Investigation Program were included to evaluate the existing pavement thickness, soils, and presence of groundwater. This information was used to determine milling depths of the existing asphalt and overlay thicknesses for proposed asphalt. The project design efforts also included a review of current pavement markings, and other FAA Standards. Design profiling each existing Taxiways, H, K, L M, and P was required to ensure FAA standards for grades and cross slopes were met. Other work included the installation of new taxiway edge lights, electrical conduit and wiring, light bases, guide signs and foundations, pavement markings, closed drainage systems, and post construction stormwater management best practices. Construction activity was phased to minimize impacts to airport operations. Runway 10-28 was utilized as a temporary taxiway to maintain GA access to Runway 16-34. Construction within the Runway 16-34 safety area was completed during two weekends with 12-hour night shift periods, to accommodate flight schedules. Project Owner: Broome County

MICHAEL ECKHARDT, PE

MJ | SENIOR MECHANICAL ENGINEER

Mr. Eckhardt is a licensed mechanical engineer with over 25 years of experience in engineering design solutions for aviation, educational, industrial and commercial clients specializing in engineered plumbing systems and petroleum bulk storage/ dispensing systems. He has been the lead plumbing engineer for airport projects in throughout New York, New Hampshire, Massachusetts, and Connecticut involving terminal expansions, interior renovations, aircraft hangars, and snow removal equipment buildings. He has also led the design of aviation fueling projects at over a dozen airports in New York, Pennsylvania, and New Jersey. Mr. Eckhardt is also serving as the Engineering Project Manager for a terminal-wide HVAC System Replacement project at Buffalo Niagara International Airport.

RELEVANT EXPERIENCE

Pease - Terminal Expansion Design, Portsmouth International Airport at Pease, Portsmouth, NH - Senior Mechanical Engineer responsible for plumbing systems design. The Portsmouth International Airport at Pease is being expanded to include a new concourse and holdroom, a new expanded TSA checkpoint, a new baggage handling system and CBIS building, a new passenger boarding bridge, new concession space, and a new baggage makeup area. Additionally, the project includes improvements to access security, security cameras and paging for the expansion as well as the existing terminal. This $18M expansion includes 24,322 sf of new space. Construction completion is planned for late 2020 and is funded by grants received from the FAA and State of New Hampshire Department of Transportation. The FAA grants include a Supplemental Discretionary Grant as well as use of the airport's Entitlement Grant funding. The proposed improvements are in response to a Study completed in 2018, which identified deficiencies in facility requirements to support the current and planned growth in enplanements at the Airport for both domestic and international carriers. Project Owner: Pease Development Authority

Bradley Airport Terminal Bathroom Renovations, Bradley International Airport, Windsor Locks, CT - Lead Engineer responsible for coordinating with client, owner and code officials during design and construction. As featured on CBS Sunday Morning for the innovative, private, and touchless features that are particularly essential in times of COVID, the renovations of Bradley International Airport's bathrooms involved upgrades to 25 public restrooms within Terminal A. McFarland Johnson provided mechanical, electrical, plumbing and fire suppression system replacement and demolition design services for this project. MJ also provided designs for additional wayfinding signs in the terminal. Project Owner: Connecticut Airport Authority

Schuylkill-Construct Hangar Project Engineering Design Services, Schuylkill County Airport, Pottsville, PA - Project Engineer responsible for QA/QC review of electrical plans. This project provided a 7,300 square foot hangar capable of housing corporate aircraft. The pre-fabricated metal clear span hangar includes a concrete pier/frost wall foundation, concrete floor and bottom rolling door. The hangar project is funded by a Penn DOT Bureau of Aviation Capital budget grant at a funding level of 50% State and 50% Local shares. During the project formulation and pre-design estimates completed by MJ, it was found that the Hangar project originally funded at $200,000 state and $200,000 local was not sufficient to construct an aircraft hangar to the size meeting the airport's needs. MJ assisted the airport authority in securing additional grants at funding levels of $200,000 state and $200,000 local, thereby increasing the project budget from $400,000 to $800,000. Project Owner: Schuylkill County Airport Authority

Trenton-Mercer Airport New Terminal EA, Design & Construction, Trenton-Mercer Airport, West Trenton, NJ - This project requires preparation of an Environmental Assessment for construction of a new 125,000 SF terminal building, realigned access roads, relocation of the Aircraft Rescue and Firefighting (ARFF) building and an expansion of the vehicle parking lot. Key environmental concerns expressed by the public included noise, air quality, wetlands, floodplains, and stormwater. Project Owner: Mercer County

MICHAEL ECKHARDT, PE

MJ | SENIOR MECHANICAL ENGINEER

Village of Hamilton - Terminal Hangar Rehabilitation Design, Hamilton Municipal Airport, Hamilton, NY - This project included design and bid phase services for upgrades to an existing terminal hangar, comprised of a 500 sf terminal structure with an attached 6,500 sf maintenance/aircraft storage hangar. The terminal structure was demolished and replaced with a new 1,200 sf building. Exterior improvements to the hangar structure included a new bi-fold door, a new roof, exterior building skin repairs and repainting, window replacement, wall and roof insulation upgrades, and exterior lighting upgrades. Interior improvements included a new emergency eyewash station, new gas fired domestic water heater, and natural gas heating equipment. The facility was also connected to the municipal water and sewer system. Funding for the project included grants received from the State of New York through the Aviation Capital Grant Program and the Multi-Modal #4 Grant Program, as well as a future grant anticipated through the FAA's Airport Improvement Program. Project Owner: Village of Hamilton

Pease-Terminal Improvements Planning Portsmouth International Airport at Pease, Portsmouth International Airport at Pease, Portsmouth, NH - This study focused on the existing airport terminal building and ancillary needs in the medium-term (2018-2020) and long-term (2020 and beyond). The study considers the needs of both domestic and international carriers. This project optimized a wide mix of aircraft ranging from A320 to B747 at the existing apron with existing and proposed passenger boarding bridges. This included gate planning, aircraft movements to ensure adequate separation, support vehicle movements, and jet blast reviews for building impacts. Additionally, this project included determining the terminal needs for the short- and long-term capacity and identifying the facility requirements and deficiencies for the terminal building size, automobile parking, and drop off pick-up ramp. Project Owner: Pease Development Authority

Greater Binghamton Airport Master Plan Update, Greater Binghamton Airport, Maine, NY - This project involves the preparation of a Master Plan Update to assure that the Greater Binghamton Airport and its environs are safe and efficient as well as to evaluate the changing needs of airport users and the aviation needs of the surrounding community. Initial tasks of the project included the acquisition of detailed airport mapping compliant with FAA Advisory Circular 150/5300-18B and data for development of a flexible, scenario-based Airport Master Plan Update and Airport Layout Plan. Baseline data will be collected and presented for use in subsequent planning analyses. The project includes development of an airport inventory, aviation forecasts, environmental overview and facility requirements. Project Owner: Broome County

Watertown Terminal Apron Reconstruction Design, Watertown International Airport, Watertown, NY - The project involved the pavement rehabilitation of the 75,000 SF commercial apron at the Watertown International Airport. The commercial apron was originally constructed in the 1980's and was rehabilitated in 2003. The existing pavements were exhibiting noticeable wear due to the effects of service loads, weather and time and needed to be replaced or rehabilitated. This area is an intricate part of the airport's operations as it is where they service both commercial and often corporate aircraft. The project objectives include the assessment of the pavement condition to determine the limits of reconstruction and/or overlay; the development of pavement sections; the replacement of apron edge lighting; improvements to the apron operations lighting; replacement and/or improvements to the apron drainage system, to include glycol collection. All described revisions will be completed in accordance with the appropriate FAA Advisory Circular or directives. Project Owner: Jefferson County

CHAD E. PHILLIPS, PE

MJ | SENIOR STRUCTURAL ENGINEER

Chad is responsible for the overall management of numerous projects at McFarland Johnson's Burlington, VT office. He has many years of experience in the structural design and project management of many types of structures. These include industrial, educational, commercial, residential and government buildings, as well as water/wastewater treatment facilities. Chad's current responsibilities include acting as client liaison and providing project design and management, marketing, design review, quality control and construction observations. He has also served as a university instructor, teaching structural steel design, reinforced concrete design and other introduction to engineering courses. Chad also served for 11 years in the U.S. Coast Guard's Civil Engineering Unit in Miami, FL.

RELEVANT EXPERIENCE

Terminal Connectors Bomb Blast Analysis, Fort Lauderdale-Hollywood International Airport, Fort Lauderdale, FL - Project Engineer responsible for bomb blast analysis, modeling the existing and proposed terminals and elevated travelways to determine blast forces at various points along the building and presenting the final report to the client. McFarland Johnson is providing planning assistance under a term agreement for this client. To date, MJ has been involved in a number of task assignments, providing alternatives review and recommendations for projects such as: bomb blast analysis; departure curbs; arrival curb emergency vehicle parking; cell phone waiting lot; and air cargo center. Also provided bike path program development & recommendations, and on-site planning advisory services. Project Owner: Broward County

Key West International Airport Elevated Maintenance Facility Design, Key West International Airport, Key West, FL - Senior Structural Engineer. This project involves the construction of an elevated airport maintenance facility at the Airport. The scope of work includes construction of an elevated parking deck with a maintenance facility area. The deck will be approximately 100' x 100' to its furthest extent, although the footprint will not be square and will be configured to accommodate site restrictions. A portion of the deck is covered with a roof matching the existing terminal building. Project Owner: Monroe County (FL)

Terminal Revitalization, Elmira Corning Regional Airport, Horseheads, NY - Senior Structural Engineer responsible for quality assurance review of structural design plans, project coordination, budgeting, scoping and staff management. Chad identified the primary coordination issues that needed to be addressed early on. He selected the major structural systems and worked to design the critical lateral and vertical load carrying systems. Allowances were made for future loads, not yet determined and provisions made for future changes in configuration and loads as the rest of the design progressed even after the fabrication of the structural steel had begun. The design and construction of the $61.5M terminal expansion and renovation, funded through the NY Upstate Airport Economic Development and Revitalization and FAA grant monies, was accomplished with a fast-track approach in approximately 18 months. The project was designed and bid in phases to allow for continued operation of the facility while the terminal expansion was progressing. Project Owner: Chemung County

Terminal Expansion & Renovation, Plattsburgh International Airport, Plattsburgh, NY - Senior Structural Engineer responsible design and supervision of all structural project components. The renovations to the existing terminal required infill of existing open floor space in several locations. A structural analysis of the existing building was undertaken to determine the ability of the structural bracing systems to support the increased lateral load demands due to the increased mass of the building. The new expansions were designed for the wind and seismic loads of new construction as well as the existing building, bringing the entire structure into code compliance. This terminal expansion involved engineering design services for a two-story, 87,731 sf passenger terminal building addition, as well as renovation to the existing 41,380 sf terminal. Project Owner: Clinton County

CHAD E. PHILLIPS, PE

MJ | SENIOR STRUCTURAL ENGINEER

Pease-Terminal Improvements Planning Portsmouth International Airport at Pease, Portsmouth International Airport at Pease, Portsmouth, NH - Senior Structural Engineer responsible for quality assurance review of structural design plans, project coordination, budgeting, scoping and staff management. This study focused on the existing airport terminal building and ancillary needs in the medium-term (2018-2020) and long-term (2020 and beyond). The study considers the needs of both domestic and international carriers. This project optimized a wide mix of aircraft ranging from A320 to B747 at the existing apron with existing and proposed passenger boarding bridges. This included gate planning, aircraft movements to ensure adequate separation, support vehicle movements, and jet blast reviews for building impacts. Additionally, this project included determining the terminal needs for the short- and long-term capacity and identifying the facility requirements and deficiencies for the terminal building size, automobile parking, and drop off pick-up ramp. Project Owner: Pease Development Authority

Airport Monopole Tower Engineering Study, Edward F. Knapp State Airport, Berlin, VT - Project Manager responsible for structural engineering analysis of a series of monopole towers. Provide engineering study and structural analysis of towers to ensure modified pole configuration is structurally sound with the added weight of the platform materials, added wind loading and other structural considerations. Project Owner: Federal Aviation Administration

Burlington International Airport Terminal Energy Retrofit, Burlington International Airport, Burlington, VT - Project Manager responsible for structural evaluation of the existing structure and design of new structural framing to support new mechanical loads. The project consisted of retrofitting the existing mechanical systems at the Burlington International Airport terminal building to improve energy efficiencies. Project Owner: Burlington International Airportand engineering changes to the initial designs. Project Owner: Monroe County

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76932.)

ANTHONY J. SHUBA

MJ | DYNAMIC TECHNOLOGY SOLUTIONS & AUTOMATION MGR.

Mr. Shuba is a software engineering professional with more than 20 years of experience in the field. He promotes object-oriented approaches to real-time software development and is analytical and detail oriented. Mr. Shuba has advanced knowledge of the Java architecture and web-based solution design. He applies these skills in the development of innovative consulting solutions software, such as MJ's proprietary Dynamic Analysis Tool (DAT), obstruction visualization tools and grant administration software.

RELEVANT EXPERIENCE

Dynamic Master Plan, Fort Lauderdale-Hollywood International Airport, Fort Lauderdale, FL - Software Solutions Manager responsible for the design and development of the DAT database and web application. This Plan includes scenario-based planning analyses and an innovative dynamic planning approach that provides quick feedback regarding possible scenarios and resultant impacts. The plan incorporates adjustable forecasts, scenario-based planning, planning activity levels with specific trigger points. Project Owner: Broward County

Dynamic Master Plan & e-ALP Update, Greenville-Spartanburg International Airport, Greer, SC - Software Solutions Manager responsible for the design and development of the DAT database and web application. This Plan includes scenario-based planning analyses and an innovative dynamic planning approach that provides quick feedback regarding possible scenarios and resultant impacts. GSP staff can analyze new opportunities and planning challenges proactively before they occur rather than undergoing time consuming and costly planning efforts in a reactionary manner. The Plan focuses primarily on landside access, circulation and auto parking facilities, air cargo facility development and operations, enhanced land development and obstruction planning and consolidation of previous planning efforts into a single electronic source for planning and GIS information. The plan incorporates adjustable forecasts, scenario-based planning, planning activity levels with specific trigger points and enhanced land development and highest or best use principles. Project Owner: Greenville-Spartanburg Airport Commission

Dynamic Master Plan, Wilmington Airport, New Castle, DE - Software Solutions Manager responsible for the design and development of the DAT database and web application. With this complex and highly dynamic airport including 4 FBO's, an Air National Guard base, and intermittent periods of commercial service, this plan requires flexibility to take advantage of yet unknown opportunities or changes in market conditions. The dynamic scenario-based interface, combined with the comprehensive AGIS survey, provides a management tool for airport staff, creating flexibility to account for changes within the industry and the general economy. Project Owner: Delaware River and Bay Authority

Dynamic Master Plan and Airport Layout Plan Update, Wilkes-Barre/Scranton International Airport, Avoca, PA - Software Solutions Manager responsible for the design and development of the DAT databases and web applications. This project involves the development of a dynamic Airport Master Plan that utilizes an innovative approach to airport planning and provides for additional flexibility in airport planning management. The Dynamic Master Plan focuses primarily on landside access, parking and terminal issues, airfield geometry and enhanced commercial land development. The plan incorporates adjustable forecasts, scenario-based planning, planning activity levels with specific trigger points and an enhanced land development and marketing analysis based on highest or best use principles. The Dynamic Master Plan combines all the data collected with updated aerial mapping to produce an existing conditions ALP in keeping with FAA Airports GIS standards. The final product links forecast and market driven development variables to a dynamic and interactive financial plan ALP, making the final dynamic deliverables infinitely more useful to both the FAA and the airport. The land development tool enables the Airport to review and assess potential development opportunities to select for the highest and best use. Project Owner: Wilkes-Barre/Scranton International Airport

LAURA SAU

MJ | VISUALIZATION SPECIALIST

Ms. Sau has experience in 3D graphic model design and development, visualizations, video production and virtual reality. She utilizes her educational experience gained through a Bachelor's Degree in Architecture, as well as her work experience in construction and planning/zoning to develop ultra-realistic project visualizations to engage clients, stakeholders, and the public, which enables all parties to envision how a project will manifest.

RELEVANT EXPERIENCE

Strategic Real Estate Development Plan, Gerald R. Ford International Airport, Grand Rapids, MI - Visualization Specialist responsible for developing photorealistic graphics and 3D model video footage for proposal meetings. Gerald R. Ford International Airport (GRR), the second busiest commercial service airport in Michigan, is comprised of approximately 3,130 acres of land with approximately 900 acres of property available for lease and development. There are specific real estate development opportunities that require or are significantly enhanced by the presence of the Airport. MJ has been tasked with identifying these aviation/real estate relationships, determining which types of development are appropriate for and desired by the Airport and developing a Strategic Real Estate Development Plan to guide and facilitate desired aviation and non-aviation real estate development. To achieve this objective, MJ will prepare a master land use and site development plan for specific parcels on or adjacent to GRR based on current regional and national market trends and conditions obtained through a real estate market analysis. The unified master land use plan and associated development concepts will provide a framework for future development, evaluate development phasing, costs and financial impacts, identify a strategic implementation action plan and include a comprehensive marketing program and tools to target potential tenants. Project Owner: Gerald R. Ford International Airport Authority

Terminal Expansion Study, Greenville-Spartanburg International Airport Greer, SC - Visualization Specialist responsible for developing photorealistic graphics and 3D model video footage for proposal meetings. This project entailed study and development of a project definition and programming (PDP) report that identifies a preferred commercial terminal development program to enable GSP to accommodate up to and beyond 3 million annual enplaned passengers. The resultant $170 million dollar program provides for two concourse expansions, eight additional aircraft gates, expanded commercial aircraft apron (including RON apron), an FIS facility, expanded outbound baggage system, an additional three-unit baggage claim, an expanded administrative suite and significant roadway modifications and terminal curb improvements. Project Owner: Greenville-Spartanburg Airport Commission

Miscellaneous Land Planning Support, Greenville-Spartanburg International Airport, Greer, SC - Visualization Specialist responsible for developing photorealistic graphics for use in land development concepts. The Airport has a total of roughly 4,700 acres of land, with approximately 50% of that available for non-aeronautical development. MJ is providing land development and land use planning for various parcels within GSP's portfolio to prepare them for marketing to potential tenants. Parcel development; highest and best use analyses; roadway network and illustrative renderings and modeling are being provided under this task. Project Owner: Greenville-Spartanburg Airport Commission

South Island Apt - Starbuck Island Mixed Use Development Site Design, Green Island, NY, Village of Green Island, NY - Visualization Specialist responsible for developing photorealistic graphics of the pool area for use in public presentation meetings and 3D model video footage for a project commercial. The project consists of a mixed-use development that comprises of a multi-tenant, 2-story 26,300 s.f. commercial building that will contain office, retail and restaurant spaces with an outdoor sitting area; a 3,500 s.f. branch bank with drive thru lanes; and, four (4), four-story multifamily residential buildings containing approximately 276 units, all on an 11-acre island in the Hudson River. The project required permitting a 14' high sea wall with heavy slope stabilization along the banks of the Hudson River. Our services included the design and permitting for all components of the project which required preparing an Environmental Assessment Report, SEQRA documentation, site plans, coordination and obtaining permits from NYSEDC, USACOE, NYSOGS, and NYSDOS. Project Owner: South Island Apartments, LLC

WILLIAM A. HAYWARD, AIA, CSI-CDT, CCCA, CCS, LEED GA

BAKER | ARCHITECT

Mr. Hayward has extensive experience in aviation terminal additions, baggage handling systems and check point projects, and in particular renovation projects requiring phased construction while maintaining existing operations, involving multiple stakeholders and critical infrastructure elements. During his career he has worked on a myriad of project types and complexity involving over $2.7 billion in successful construction, including government facilities, aviation projects, office buildings, hotels, high-rise condominiums, medical, convention centers, parking garages and recreation and sports complexes. Project size has varied with construction costs for a single project up to $350 million. This has included a number of fast-tracked project schedules, utilizing design-build, design-bid-build, and construction management project delivery methods that were completed on time and within budget.

RELEVANT EXPERIENCE

Architectural, Engineering, and Planning Consultant Services, Tallahassee International Airport (TLH), Tallahassee, Florida-City of Tallahassee, Florida. Architect. Provided architectural support services. Michael Baker is providing full, in-house consulting and engineering services for various projects at the Tallahassee International Airport. These services entail the preparation of an airport master plan, the development of a sustainability master plan, the conducting of a foreign trade zone study, the design and reconstruction of the south apron and rehabilitation of the Airport Rescue and Fire Fighting station, annual training for Wildlife Hazard Management, an environmental assessment for the development of a solar farm, and inspections for stormwater pollution prevention compliance.

DFS Airport Terminal Development, DeFuniak Springs Airport (54J), DeFuniak Springs, Florida-City of DeFuniak Springs. Architect of Record. Architect of Record for the design of the new GA terminal and adjoining hangar. Michael Baker provided design and engineering services for the new general aviation (GA) terminal for DeFuniak Springs Airport. The terminal consists of a 7,500-square-foot FBO and terminal building and an adjoining 11,000-square-foot hangar to replace an existing FBO that has outlived its useful life. This facility will serve as the aviation gateway to this historical community. Michael Baker is providing architectural engineering for the project.

New General Aviation Center Project, Punta Gorda Airport (PGD), Punta Gorda, Florida-Charlotte County Airport Authority. Architect of Record. Architect of Record for the design of the new GA Terminal, including a new future restaurant, FBO, and fight training instructor offices. Michael Baker provided airfield engineering, civil engineering, architecture, structural engineering, environmental services, bidding services, construction administration, and grant support for the construction of the new PGD Air Center at Punta Gorda Airport to relocate the existing general aviation facility. This facility will replace the existing general aviation (GA) facility to make space for a future southern expansion of the Bailey Terminal. The new GA terminal will serve as a gateway to the community.

Tampa International Airport Restroom Improvements, Tampa, Floridaa-Hillsborough County Aviation Authority. Architect of Record. Served as the Architect of Record and Project Manager for the design and construction phases of the project. Michael Baker provided design-phase evaluations for two upgraded restrooms at the Tampa International Airport. For airsides A and E, a complete demolition of the current restrooms preceded the implementation of a unique, modern design that reflected the character and theme of each airside terminal. Michael Baker reviewed the facilities with the airport staff to ensure that the airport's high standards were met and that the maintenance staff could service the restrooms without having to shut them down completely. Additionally, passenger capacity was evaluated. Michael Baker created multiple design options prior to the development of the contract documents. To reduce the time the restrooms would be out of service, the project included phased and accelerated construction work activities.

KIM M. ALLERTON

ERS | DIVISION MANAGER

Ms. Allerton is Division Manager and Senior Environmental Scientist with Environmental Resource Solutions (ERS), A Division of SES Energy Services LLC. In addition to running the day to day operations of the business, she performs a myriad of environmental services. She maintains a strong rapport with the resource and regulatory agencies and coordinates with agencies on behalf of public and private clients. Ms. Allerton is a lead scientist who performs wetland assessments and delineations, environmental resource permitting, mitigation planning, Master Planning Studies, NEPA documents. She is an expert in aviation environmental planning and wildlife hazard assessment. Ms. Allerton brings 31 years of experience in the environmental consulting field with over 25 years related to aviation services. Her public sector experience is unsurpassed having evaluated and permitted hundreds of projects, including a multitude of aviation projects. Ms. Allerton has managed airport projects in Florida, Georgia, Missouri, Arkansas, Kansas, Texas, California, Hawaii and Mexico. Her extensive experience in the environmental consulting field has made her a well-respected expert. She has collaborated with a multitude of airports, local governments, transportation agencies, engineers and planners on hundreds of transportation-related projects including more than 300 aviation-related projects. Her experience includes, but is not limited to, wetland delineation and permitting, NEPA documentation, airport master planning, habitat and wildlife assessment, and endangered species assessments. She is a recognized expert and has provided testimony in the areas of wetland delineation, assessment and permitting

RELEVANT EXPERIENCE

Ocala International Airport (OCF) Misc. Ecological Service, Ocala, FL-Mr. Allerton oversaw multiple projects at OCF under engineering on-call contracts. From 2009-2017, ERS completed a Wildlife Hazard Assessment, Wildlife Hazard Management Plan, multiple annual Wildlife Hazard Training sessions, gopher tortoise surveys and assessments and consulted with OCF staff on Coyote issues.

Jacksonville Aviation Authority Environmental On-Call ,Jacksonville, Florida- Since 1999, ERS has served as the on-call ecological consultant for JAA. Since that time, Ms. Allerton has managed virtually all projects at all four of the airports controlled by JAA: Jacksonville International Airport (JIA), Jacksonville Executive at Craig, Herlong Recreational, and Cecil Field Airport. Projects include conceptually permitting over 160 acres of wetland impacts at JIA for their 20-year stormwater master plan, conducting a Formal Determination with SJRWMD on approximately 5,000 acres at Cecil Airport, completing Wildlife Hazard Assessments at Cecil and Jacksonville Executive, assisting with routine wildlife hazard monitoring pursuant to FAA requirements, developing and managing large-scale on-site conservation areas, and providing permitting assistance on an as-needed basis for any construction project involving impacts to wetlands or protected species. ERS was instrumental in establishing conservation easement language that satisfied FAA (with Part 77 tree clearing and wildlife management/abatement allowances), USACE and the State of Florida wetland regulators. In 2014, ERS successfully permitted 220 acres at Cecil Airport as a long-term protected gopher tortoise recipient site. In addition to serving as wetland mitigation, this area can accommodate more than 600 tortoises, with anticipated revenue to JAA exceeding $600,000. This contract requires extensive knowledge of long range airport planning goals/objectives and compatible adjacent land uses.

Atlanta Regional Airport (Falcon Field) Environmental Assessment, Peachtree City, Georgia- Ms. Allerton managed the completion of an Environmental Assessment for an Obstruction Clearing project at Atlanta Regional Airport. As part of the EA, ERS delineated jurisdictional wetlands within an approximate 218-acre project area and assessed over 9,000 linear feet of stream habitat. The proposed action included clearing trees on airport property within the 14 CFR Part 77 Primary Surface and off airport within the TERPS 20:1 approach at Runway 13 and the TERPS 30:1 approach at Runway 31. In addition, the action also included acquiring one avigation easement. ERS was responsible for extensive agency coordination, including U. S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife Service, GDOT and FAA. The FONSI is anticipated in October 2020.

GEO-TECH, INC.

Craig A. Hampy,P.E.
Senior Project Engineer

Education/Degrees

- High School: Belleview High School, Belleview, FL
- College: Associate of Arts, Central Florida Community College, 2007
  Bachelor of Science in Civil Engineering, Florida State University, 2011

Professional Experience

November 2011 – Present

Project Engineer, Geo-Tech, Inc., Ocala, Florida

Engineering and project management of site evaluations, sinkhole remediation, geotechnical analysis, and design of foundation systems for various structures, roadways, and pavements. Project management with analysis and evaluation of engineering materials and testing, in addition to cost analysis for geotechnical services on major roadway expansion projects. Complete supervision and review of materials testing laboratory procedures and troubleshooting for a wide variety of complications found within construction procedures.

July 2011 – November 2011

Field Engineer, GSE Engineering, Gainesville, Florida

Sinkhole remediation monitoring, including: sinkhole inspections and reports. Geotechnical evaluations with technical report writing and data analysis and interpretation. Laboratory testing supervisor.

June 2005 – August 2007

Supervisor, Foundation Services of Central Florida, Ocala, FL

Sinkhole remediation supervisor, scheduled home inspections, worked on landscaping projects for the Department of Transportation, and acquired residential and commercial permits.

Certifications

- Florida Professional Engineer, Registration No. 83240
- Certified Stormwater Management Inspector

Technical Experience

- Ground Penetrating Radar (GPR) Evaluation & Data Interpretation
- Laboratory Testing
- Cone Penetration Test (CPT) Data Interpretation
- Technical Report Writing
- Site Plan Preparation
- Grout Monitoring
- Auger Cast Pile Monitoring

ROBERT C. MENTZER, JR.

HMMH | PRINCIPAL CONSULTANT

Robert Mentzer has specialized in airport environmental noise studies for airports for more than 25 years. He is a well-qualified Project Manager and Lead Technical Specialist. He has had these roles for several major airport environmental studies and Part 150 noise studies. His project experience ranges from general aviation airports such as TEB and FXE to major airports such as BOS, CLT, DEN and ORD. He also has extensive experience managing several airport noise on-call contracts. Mr. Mentzer has recently completed the Noise Exposure Map and Master Plan Update at Nashville International Airport and was the Noise lead for two EIS Re-Evaluations at Chicago O'Hare International Airport. He is currently involved in NEPA studies in Chicago and Nashville. Mr. Mentzer has led the preparation of noise contours for more than 50 airports, including noise elements of Part 150 Land Use Compatibility Planning Studies, Part 161 Noise and Access Restriction Studies, Environmental Assessments, Environmental Impact Statements, Airport Master Plan Studies, and other studies concerning airport noise.

RELEVANT EXPERIENCE

- **Chicago O'Hare Terminal Area Plan and Air Traffic Procedures EA, O'Hare International Airport, Chicago, IL (2019-present),** Noise Technical Lead
- **BNA Runway 2L Extension EA, Nashville International Airport, Nashville, TN (2020-present),** Project Manager
- **BNA Terminal Expansion EA, Nashville International Airport, Nashville, TN,** (2019-2021), Principal in Charge
- **Runway/Taxiway EA, Smith Reynolds Airport, Winston-Salem, NC** (2019-2021), Principal in Charge
- **BNA Runway 2R-20L Closure CATEX, Nashville International Airport, Nashville, TN** (2019), Project Manager
- **Written Re-Evaluation EIS, Piedmont Triad International, Greensboro, NC** (2018), Project Manager
- **Runway Weight Limit EA, Fort Lauderdale Executive, Fort Lauderdale, FL** (2016 - 2018), Assistant Project Manager
- **Chicago O'Hare EIS Fly Quiet Reevaluation, O'Hare International Airport, Chicago, IL** (2017-2018), Noise Modeling Lead
- **Bowling Green Runway Extension EA, Bowling Green-Warren County Regional Airport, Bowling Green, KY** (2017), Project Manager
- **Terminal E Modernization EA, Logan International Airport, Boston, MA** (2015-2016), Project Manager
- **Chicago O'Hare EIS Reevaluation, O'Hare International Airport, Chicago, IL** (2015), Noise Modeling Lead
- **Terminal E Renovations EA, Logan International Airport, Boston, MA** (2015), Project Manager & Noise Lead
- **Proposed Hangar Development EA, Worcester Regional Airport, Worcester, MA** (2014), Project Manager & Noise Lead
- **FAA North Texas OAPM EA, North Texas Metroplex** (2012-2014), Noise Technical Lead
- **Runway Extension EA, Watertown International Airport, Watertown, NY** (2012), Principal-in-Charge
- **T.F. Green Airport Improvement Program EIS, Providence, RI** (2004-2012), Project Manager and Lead Technical Analyst

PHILIP M. DEVITA, CCM

HMMH | DIRECTOR, AIR QUALITY

Mr. Philip DeVita leads HMMH's Air Quality practice. He is an American Meteorological Society Certified Consulting Meteorologist with more than 30 years of experience in air quality permitting and modeling, wind turbine and solar evaluation, air emissions characterization, and meteorological monitoring. His expertise includes atmospheric dispersion modeling to support permitting and siting studies, indirect source analysis, feasibility studies, and consequence analyses for hazardous chemical releases. Mr. DeVita has conducted air quality impact assessments for a variety of transportation projects as well as analyses of power and industrial sources using AERMOD, EDMS/AEDT, MOVES, SGHAT, CAL3QHC and CALPUFF. He also has prepared greenhouse gas and sustainability analyses under the MEPA Greenhouse Gas Emissions Policy, emissions inventories, source registrations, and air plan applications for various industrial sources.

RELEVANT EXPERIENCE

- **Port Authority of New York and New Jersey, JFK International. Airport Redevelopment Program, Construction Carbon Assessment Master Planning (2019-2020),** Renewable Energy Expert
- **Nashville International Airport Concourse A (CAGE) Environmental Assessment (2020),** Air Quality Technical Lead
- **DTW Solar Feasibility Study (2019-2020),** Project Manager
- **VALE Application for STL Gate Electrification (2021),** Air Quality Technical Lead
- **Smith Reynolds Airport (INT) Parallel Taxiway Q and Taxiway L Air Quality Environmental Assessment (2019),** Air Quality Technical Lead
- **George Bush International Airport, Taxiway Construction and Runway Closure NEPA, (2019),** Air Quality Technical Lead
- **JFK International Airport, American Airlines Terminal 8 Environmental Assessment, (2019),** Air Quality Technical Lead
- **Trenton-Mercer Airport, New Terminal, and Roadway Improvement Environmental Assessment, (2019),** Air Quality Technical Lead
- **LaGuardia Air Train EIS, (2019-present),** Air Quality Technical Lead
- **Philadelphia International Airport Parcel G Parking Lot CATEX, Philadelphia, PA (2019)**, Air Quality Technical Lead
- **Reagan National Airport Roadway Improvement Environmental Impact Statement, (2018-present),** Air Quality Technical Lead
- **St Louis International Airport Pre-Conditional Air and Ground Power VALE, (2018-2019),** Air Quality Technical Lead
- **Smith Reynolds Airport Taxiway Q EA, (2019)**, Air Quality Technical Lead
- **Phoenix Sky Harbor International Airport Sustainable Management Plan Update, AZ (2017-present),** Renewable Energy Expert
- **L.G. Hanscom Field 2017 Environmental Status & Planning Report (ESPR), MassPort, Boston MA (2017-present),** Air Quality Technical Lead
- **ACRP 02-76: Optimizing the Use of Electric Pre-Conditioned Air (PCA) and Ground Power Systems at Airports (2017-present),** Air Quality Lead
- **RE-PHL: Philadelphia International Airport Energy and Emissions Reduction Strategy, Philadelphia, PA (2017-2018),** Renewable Energy Expert

DOUGLAS C. BAÑEZ

HUBPOINT | AIR SERVICE DEVELOPMENT

Doug Bañez is Founder and Managing Director of Hubpoint Strategic Advisors, LLC – a consultancy serving the aviation, transportation, and logistics sectors. During his 30-year career, Doug has led client engagements in North America, Latin America, Asia and the Middle East in the areas of business strategy, marketing, competitive positioning, and regulatory support. For the aviation community, Doug focuses on economic analyses of airline and airport issues, with particular emphasis on passenger air service development, aviation networks, traffic forecasting, and air cargo market assessments. Doug is a veteran of industry-leading aviation and transportation consulting firms and applies best-practices learned over his career to Hubpoint's client and partner engagements. Throughout his career, Doug has worked with small and non-hub U.S. airports on air service development matters including airports in Jacksonville, NC; Wilmington, DE; Fayetteville, NC; Lewiston, ID; El Paso, TX; Niagara Falls, NY and Mesa, AZ. At the same time, he has led passenger air service development initiatives at large airports including Phoenix Sky Harbor, Washington Dulles, and San Diego. This experience provides Doug with valuable perspective on the unique challenges faced by airports of varying size and operational complexity.

RELEVANT EXPERIENCE

- Developed a strategic plan for air service development efforts at Wilmington Airport (ILG) in Delaware. Led efforts to target and pursue Frontier Airlines and other Ultra Low Cost Carriers (ULCCs). ULCC strategy focused on cost and traveler convenience advantages at ILG compared to larger nearby airports in Philadelphia and Baltimore. Ultimately, Frontier started service to Orlando in February 2021. Provide presentation materials and on-site support for ILG's meetings with airlines at industry air service conferences.

- Lead air service development strategy and advisory services for Albert J. Ellis Airport (OAJ) located in Jacksonville, NC. OAJ seeks additional airlines and scheduled nonstop destinations to augment service by two incumbent network carriers. Perform detailed analysis of OAJ O&D and onboard traffic, current services and potential airline/route priorities. Develop air service presentation materials aimed at target airlines. Arrange and lead airline headquarters meetings for OAJ and provide on-site support for airline meetings at air service conferences. Executed a leakage study for OAJ which is in close proximity to four other commercial airports. Advised development of air service incentive program.

- Provided passenger air service development advice to Lewiston-Nez Perce County Regional Airport (LWS) located in Lewiston, ID. Developed comprehensive air service strategic plan for LWS assessing the current situation and identifying prioritized targets for potential air service – by route and by airline. Perform aviation market analysis and stakeholder outreach to the local community on an ongoing basis. Led headquarters meeting with a major regional airline to promote opportunities at LWS and substantiate the need for additional capacity and flight frequencies. Subsequently, the airline successfully added a fourth daily regional jet frequency and is currently considering further service enhancements at LWS.

- Advise North Carolina's Fayetteville Regional Airport (FAY) regarding air service development strategies to attract new non-stop passenger services. Initial target markets included Washington, DC and Dallas-Fort Worth. Work involved quantifying the impact of current and future travel related to nearby Fort Bragg. Conducted community outreach and traveler surveys to understand leakage factors. Led headquarters and JumpStart meetings with commercial airlines to promote non-stop services to FAY. Subsequently, air services were initiated at FAY to Washington Reagan National Airport (DCA) and Washington Dulles International Airport (IAD). Led development of FAY's application for Small Community Air Service Development Program (SCASDP) grant through the U.S. DOT.

TRAVIS P. BARRINEAU, P.S.M.

RMB | PROFESSIONAL SURVEYOR

R.M. Barrineau and Associates, Inc. (The Company) is licensed by the State of Florida to provide surveying and mapping services. The Company was incorporated in 1988, in Marion County, FL and has been serving Central Florida for 34 years. R.M. Barrineau and Associates, Inc., provides surveying and engineering support services for engineers, architects, contractors, attorneys, lending institutions and government agencies. The Company has provided consultant surveying services at the Ocala International Airport for topographic surveying services for the demolition of the old terminal and the design and construction of the new terminal; construction staking of runway and lighting projects; sketches of descriptions for lease parcels; numerous hangars and as-built surveys. R.M. Barrineau and Associates, Inc. works with civil engineering firms to provide surveying and mapping services for site design. The Company works with site contractors and utility contractors to provide construction layout and as-built surveys for projects ranging from small underground utility installations to shopping centers and 458,000 square foot warehouse buildings. The staff of R.M. Barrineau and Associates, Inc. work with developers in providing surveying services for acquisition of parcels and in platting both residential and commercial subdivisions. Additionally, the staff are skilled in completing ALTA/NSPS Land Title Surveys and reviewing title documents for major commercial land acquisitions. .

RELEVANT EXPERIENCE

PROJECTS AT OCALA INTERNATIONAL AIRPORT

- Project Surveyor for Topographic Survey for New Terminal Building at Ocala International Airport and Construction Staking for Terminal: Provided vertical and horizontal control; SPC's; Civil 3D file
- Project Surveyor for ALTA/NSPS Land Title Survey for four new hangar sites at Ocala International Airport: establish boundaries for the lease parcels; topographic data for parcels; prepare metes and bounds descriptions for the parcels; Civil 3D file
- Project Surveyor for numerous individual hangars at Ocala International Airport: topographic data; metes and bounds descriptions for lease parcels; SPC's; Civil 3D file

MICHAEL WEBBER

WEBBER | AIRPORT & CARGO PLANNING SPECIALIST

In a 31-year career, Michael Webber has led marketing departments of two airports, as well as consulted for numerous airport operators and civil aviation authorities. Consulting assignments include market analyses, forecasts, facilities and strategic plans. Clients have included the four largest international air cargo gateways in the U.S., as well as multiple airports in Africa, Asia, Latin America and the Middle East. On a consulting basis, he managed cargo affairs for Airports Council International – North America (ACI-NA) and was an on-call consultant for IATA (International Air Transport Association). He has completed cargo assignments for the World Bank and U.S. Transportation Security Administration (TSA), and co-authored an air cargo facilities planning guide for the Transportation Research Board (TRB). Project descriptions and client assignments are listed below.

RELEVANT EXPERIENCE

CARGO STRATEGIC PLANNING

- Port Authority of New York & New Jersey, multiple airports (EWR & JFK) (2021)
- Los Angeles World Airports, Los Angeles, CA (Multiple, latest in 2019)
- Charlotte-Douglas International Airport, Charlotte, NC (2018)
- Xi'an Xianyang International Airport, Shaanxi Province, China (2018)
- Vancouver International Airport, Richmond, BD, Canada (2016)
- Tocumen International Airport, Panama (2014).
- JFK International Airport, New York, NY (Multiple, latest 2012)
- New Cargo Airport Study, Ceará, Brazil (2011)

MASTER PLANNING & STRATEGY

- San Francisco International Airport, San Francisco, CA (2019-2020)
- Dallas/Ft. Worth International Airport, Dallas, TX (Multiple, latest in 2020)
- Juan Santamaria International Airport, San Jose, Costa Rica (2019)
- Punta Huete Logistics Center, Managua, Nicaragua (2019)
- Chicago Airport System, Chicago, IL (Multiple, latest in 2018)
- Kempegowda International Airport (BLR), Bangalore, India (2018)
- Reno-Tahoe International Airport, Reno, NV (2017)
- Calgary International Airport, Calgary, AB (2013)

McFarland Johnson
1522 PENMAN ROAD, SUITE #14
JACKSONVILLE BEACH, FL 32250

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

June 12, 2021

John Mafera, Regional Director of Aviation
MCFARLAND-JOHNSON, INC.
d/b/a MCFARLAND JOHNSON
4651 Sheridan Street, Suite 300B
Hollywood, Florida 33021

Dear Mr. Mafera:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

3.1 - Minor Highway Design

Group 6 - Traffic Engineering and Operations Studies

6.1 - Traffic Engineering Studies
6.2 - Traffic Signal Timing

Group 7 - Traffic Operations Design

7.1 - Signing, Pavement Marking and Channelization
7.2 - Lighting
7.3 - Signalization

Group 13 - Planning

13.3 - Policy Planning
13.4 - Systems Planning
13.6 - Land Planning/Engineering

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2022 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
179.53%	161.50%	0.072%	Excluded	No	4.01%	17.36%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

Work Type	Qualifier Name	Level Approved	Date Approved	Reviewer	Other Comments
2					
	Zachary Staff	SS	12/7/2015	R. Jackson	
	Jeffrey Wood	NS	12/7/2015	R. Jackson	
	Scott Faulkner	PE	12/19/2016	R. Jackson	
3.1					
	Scott Faulkner	PE	1/11/2017	D. Amato	
6.1					
	Scott Faulkner	PE	12/19/2016	H. Castillo	
6.2					
	Scott Faulkner	PE	6/12/2020	J. Ponce	
7.1					
	Scott Faulkner	PE	12/19/2016	H. Castillo	
7.2					
	Charles Howe	PE	6/2/2021	D. Amato	
7.3					
	Scott Faulkner	PE	12/19/2016	H. Castillo	
13.3					
	Zachary Staff	AICP	6/11/2020	D. Romero	
13.4					
	Matthew T. O'Brien	PE	11/1/2017	G. Sokolow	
	Scott Faulkner	PE	1/23/2017	A. Young	
	Zachary Staff	AICP	1/23/2017	A. Young	
13.6					
	Matthew T. O'Brien	PE	11/2/2017	L. Washburn	
	John Mafera	PLAN	12/19/2016	L. Washburn	Must qualify in conjunction with a PE

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c7(6932.)

Laura E. Doud

From: Amato, David <David.Amato@dot.state.fl.us>
Sent: Wednesday, June 2, 2021 7:23 AM
To: Kell, Carliayn; Bull, Bobby
Cc: Walls, Kelly
Subject: RE: McFarland-Johnson, Inc. - 7.2

Carliayn,

Please see completed table below.

Thanks,

David S. Amato

Florida Department of Transportation
Roadway Design Engineer
605 Suwannee Street, MS 50
Tallahassee, FL 32399
Office (850)414-4792
FAX (850)414-5261

From: Kell, Carliayn <Carliayn.Kell@dot.state.fl.us>
Sent: Friday, May 28, 2021 9:18 PM
To: Amato, David <David.Amato@dot.state.fl.us>; Bull, Bobby <Bobby.Bull@dot.state.fl.us>
Cc: Walls, Kelly <Kelly.Walls@dot.state.fl.us>
Subject: McFarland-Johnson, Inc. - 7.2

Good afternoon,

Please review the attached resume for work type 7.2 and return to me by email with your determination at your earliest convenience.

Consultant Prequalification Technical Review Summary

Firm Name: **McFarland-Johnson, Inc.**
Submitted: **5/28/2021**
Return by: **6/11/2021**

Work Type Pursued: **7.2**

Status	Qualifying Staff	Florida License #	Level Requested	Determination (Approved or Insufficient)	Level Approved	Reviewer Comments
New	Charles Howe	82052	PE	Approved	PE	NA

Please don't hesitate to contact me with any questions or concerns.

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76332 (6332.)

Sincerely,

Carliayn Kell

Carliayn Kell
Qualification Administrator
Professional Services
FDOT Procurement Office
605 Suwannee Street, MS20
Tallahassee, FL 32399-0450
Ph: 850.414.4597 | carliayn.kell@dot.state.fl.us
Prequalification Information |Procurement Internet | File Transfer Protocol

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c7(6932.)

SUBCONTRACTOR LIST

**DBE includes any Federally designated disadvantaged business.*

Firm Name	Firm Location (City, State)	Description of Work to be Performed	Participation % (of Total Contract Value)	MBE	DBE*
				Mark "X" if using an MBE or DBE firm	
Environmental Resource Solutions (ERS)	Jacksonville, FL	Environmental Design & Mitigation	7		X
HMMH	Orlando, FL	Air & Noise Quality	6		X

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c7(6332.)

Exhibit C - Average Rates
McFarland Johnson, Inc.

Job Classification	Average Contract Rate	Multiplier	Fully Burdened Hourly Rate
P09- Vice President	$93.74	325.0000%	$ 304.66
P08-Regional Office / Division Manager	$96.26	325.0000%	$ 312.85
P07-Senior Project Manager	$83.00	325.0000%	$ 269.75
P06-Sr. Proj.Engineer/Planner/Envrmntlst	$65.00	325.0000%	$ 211.25
P05-Proj.Engineer/Planner/Envrmntlst	$61.14	325.0000%	$ 198.71
P04-Sr.Engineer/Planner/Envrmntlst	$51.20	325.0000%	$ 166.40
P03-Assistant Engineer/Planner/Envrmntlst	$41.80	325.0000%	$ 135.85
P02/P01-Jr. Engineer/Planner/Envrmntlst	$35.44	325.0000%	$ 115.18
T05-Technician Supervisor	$49.40	325.0000%	$ 160.55
T04-Sr. Technician	$40.04	325.0000%	$ 130.13
(T02-T01)-Assistant Technician	$29.00	325.0000%	$ 94.25
(T02-T01)-Assistant Technician	$18.50	325.0000%	$ 60.13
I04 - Resident Inspector	$52.32	325.0000%	$ 170.04
I03 - Sr. Inspector	$47.62	325.0000%	$ 154.77
(I02-I01) - Inspector	$40.04	325.0000%	$ 130.13

Subconsultants

SES Energy Service LLC, ERS Division

Job Classification	Average Contract Rate	Multiplier	Fully Burdened Hourly Rate
Project Manager 3	$ 87.29	303.138%	$ 264.61
Chief Scientist	$ 65.00	303.138%	$ 197.04
Senior Environmental Specialist	$ 49.92	303.138%	$ 151.33
Senior Environmental Specialist	$ 49.00	303.138%	$ 148.54
Senior Environmental Specialist	$ 49.33	303.138%	$ 149.54
Senior Environmental Specialist	$ 47.46	303.138%	$ 143.87
Senior Scientist	$ 41.76	303.138%	$ 126.59
GIS Specialist	$ 33.53	303.138%	$ 101.64

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76932 (6932.)

Subconsultants

SES Energy Service LLC, ERS Division

Environmental Specialist	$ 36.21	303.138%	$ 109.77
CADD/Computer Technician	$ 31.77	303.138%	$ 96.31
Scientist	$ 28.85	303.138%	$ 87.46
Scientist	$ 28.88	303.138%	$ 87.55
Technician Aid	$ 19.35	303.138%	$ 58.66
Senior Environmental Specialist	$ 47.50	303.138%	$ 143.99

Michael Baker International, Inc.

Job Classification	Average Contract Rate	Multiplier	Fully Burdened Hourly Rate
Architect	$ 76.43	291.200%	$ 222.56
Senior Architect	$ 62.84	291.200%	$ 182.99
Architect	$ 40.52	291.200%	$ 117.99
Senior Planner	$ 34.97	291.200%	$ 101.83
Office Manager/EEO/RCS	$ 115.39	291.200%	$ 336.02
Designer	$ 40.63	291.200%	$ 118.31
Designer	$ 44.27	291.200%	$ 128.91

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76932 (6932.)

TITLE	FOR SIGNATURES - Agreement for Continuing General Aviation...
FILE NAME	FOR COUNCIL SIGNA...land Johnson .pdf
DOCUMENT ID	9a0a2d138941d401520d722420abc1d54a83f506
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SENT	**08 / 09 / 2022** 10:25:59 UTC-4	Sent for signature to McFarland Johnson, Inc. (jfesta@mjinc.com) and Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**08 / 09 / 2022** 13:19:36 UTC-4	Viewed by McFarland Johnson, Inc. (jfesta@mjinc.com) IP: 74.202.61.194
SIGNED	**08 / 09 / 2022** 13:21:13 UTC-4	Signed by McFarland Johnson, Inc. (jfesta@mjinc.com) IP: 74.202.61.194
VIEWED	**08 / 15 / 2022** 12:01:52 UTC-4	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**08 / 15 / 2022** 12:02:04 UTC-4	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55

TITLE	FOR SIGNATURES - Agreement for Continuing General Aviation...
FILE NAME	FOR COUNCIL SIGNA...land Johnson .pdf
DOCUMENT ID	9a0a2d138941d401520d722420abc1d54a83f506
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SENT	**09 / 07 / 2022** 13:23:05 UTC-4	A new document has been created based off of an existing document with ID b49a17ab6c521869ca3b3ff2811e57a883c76932 IP: 216.255.240.104
SENT	**09 / 07 / 2022** 13:26:56 UTC-4	Sent for signature to Ire Bethea Sr. (ibethea@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**09 / 14 / 2022** 10:12:05 UTC-4	Viewed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.250.64
SIGNED	**09 / 14 / 2022** 10:15:00 UTC-4	Signed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.250.64
VIEWED	**09 / 14 / 2022** 12:16:13 UTC-4	Viewed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104

TITLE	FOR SIGNATURES - Agreement for Continuing General Aviation...
FILE NAME	FOR COUNCIL SIGNA...land Johnson .pdf
DOCUMENT ID	9a0a2d138941d401520d722420abc1d54a83f506
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SIGNED	**09 / 14 / 2022** 12:16:30 UTC-4	Signed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**09 / 14 / 2022** 12:16:30 UTC-4	The document has been completed.

McFARLAND JOHNSON
1522 Penman Road, Suite #14 • Jacksonville Beach, FL 32250
Phone: (904) 945-2233
www.mjinc.com

July 15, 2025 MJ Project No. 19133.OE

Attn: Matt Grow
Ocala International Airport
1770 SW 60th Avenue, Suite 600
Ocala, Florida 34474

RE: Contract Extension Request to Contract Number AIR/220118
Continuing General Aviation Engineering Services

Dear Mr. Grow:

I hope this letter finds you well. I am writing to formally request a one (1) year contract extension of our current contract with Ocala International Airport Contract Number AIR/220118 entered on February 17, 2022, and expected to expire/terminate on July 19, 2025, to provide General Aviation Engineering Services.

McFarland-Johnson, Inc. acknowledge that the terms and conditions of the original Agreement will remain in effect. We are committed to servicing you with our exemplary services.

If you need any additional information, please contact Robert Overby at roverby@mjinc.com.

Sincerely,

Robert B. Overby, P.E.
Airfield Design Manager

Item Details

File Number: 2022-1403

ID #:	2022-1403	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	9	**In Control:**	City Council
				File Created:	08/22/2022
Presented By: :				**Final Action:**	09/06/2022

rmal Title: Approve three-year contracts with Infrastructure Consulting and Engineering, PLLC and McFarland Johnson, Inc. for continuing professional airport engineering services

Internal Notes:

Target Meeting: 09/06/2022

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - Professional Airport Aviation Engineering Services - Infrastructure Consulting Engineering, PLLC (AIR 220118), FOR COUNCIL SIGNATURES - Professional Airport Aviation Engineering Services - McFarland Johnson Inc. (AIR 220118), FINAL SCORING AIR 220118

Enactment Number:

:ommendation:

Hearing Date:

Entered by: mgrow@ocalafl.org

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/06/2022	Approved				Pass
		Aye: 4	Pro Tem Hilty Sr, Pro Tem Dreyer, Council Member Musleh, and Council President Bethea Sr				
		Absent: 1	Council Member Mansfield				

Text of Legislative File 2022-1403

Submitted By: Matthew Grow

Presentation By: Matthew Grow

..end
Department: Aviation

STAFF RECOMMENDATION (Motion Ready):

Approve three-year contracts with Infrastructure Consulting and Engineering, PLLC and McFarland Johnson, Inc. for continuing professional airport engineering services

..end

..end

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence
PROOF OF PUBLICATION:
Bid Released to the Public: 02/17/22; Selection Committee Meeting: 04/28/22; Final Selection Committee Meeting: 06/07/22

BACKGROUND:
The Airport has historically had an aviation engineering firm on a standing contract to conduct planning and engineering design work on an as needed basis. Airport projects are highly technical and specialized in nature and require firms that understand the rules and requirements of the Federal Aviation Administration (FAA) and Florida Department of Transportation (FDOT). Given the Airport's number of various and wide-ranging projects, it is beneficial to have two aviation engineering consulting firms under contract.

Per Competitive Consulting Negotiations Act rules, work will be divided among the two firms if they are equally qualified for the task. Where one firm has specialized experience or more qualified staff for a particular task, that firm will be assigned the work.

FINDINGS AND CONCLUSIONS:
On February 17, 2022, the City issued Letter of Interest (LOI) No: AIR/220118 seeking qualified firms for the provision of general aviation engineering services. The City received eight (8) responsive proposals to the LOI. A Selection Committee (comprised of an Airport Advisory Board member, Airport staff, and City Engineering staff) was formed to review and score the proposals. Initial scoring received from the Selection Committee on April 28, 2022 resulted in the shortlisting of the top five firms. On June 7, 2022, each shortlisted firm made a presentation to the Selection Committee and participated in a question-and-answer session thereafter. The Selection Committee scored each firm based on weighted criteria and Infrastructure Consulting & Engineering, PLLC, and McFarland Johnson, Inc. were selected as the highest ranked firms.

The FAA requires competent and qualified firms for their grant-funded projects. Both Infrastructure Consulting & Engineering, PLLC, and McFarland Johnson, Inc. have significant airport and planning experience. Engineering fees for each project are negotiated on a per-project basis using Task Work Orders. Additionally, for FAA-funded projects, independent fee reviews are completed. The continuing contracts will be for a three-year period with two optional one-year renewal terms.

FISCAL IMPACT:
All services will be approved through the use of Task Work Orders with negotiated scopes and approved proposals. Staff hours and appropriate staff classifications will be negotiated for each task for each assigned project. All final Task Work Orders must be signed by the department head and City Manager. Any Task Work Orders over $50,000 will be calendared for a City Council agenda for final approval. No services will be approved without budgeted allocations.

PROCUREMENT REVIEW:
These services have been procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
The Agreements will be reviewed and approved for form and legality by City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:
Table, deny

File #: 2025-1695 Agenda Item #: 6e.

Submitted By: Matthew Grow

Presentation By: Michael Baker

Department: Aviation

STAFF RECOMMENDATION (Motion Ready):
Approve a one-year renewal of the contract for continuing professional general aviation engineering services with Infrastructure Consulting & Engineering, PLLC

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
NA

BACKGROUND:
On February 17, 2022, the City issued Request for Proposals (RFP) No. AIR/220118 for continuing general aviation engineering services. Of the eight firms that responded, Infrastructure Consulting & Engineering, PLLC, and McFarland Johnson, Inc., were found to be the highest-ranked. Each firm was subsequently awarded three-year contracts.

This renewal is for Infrastructure Consulting & Engineering, PLLC.

FINDINGS AND CONCLUSIONS:
The Federal Aviation Administration (FAA) requires competent and qualified firms for its grant-funded projects. Infrastructure Consulting & Engineering, PLLC, has significant experience in airport planning and development. Engineering fees for each project are negotiated on a per-project basis using task work orders, and for FAA-funded projects, undergo independent fee reviews. The original continuing contract was for three years, with this renewal being the first of two available one-year renewals.

Since the inception of the original contract, Infrastructure Consulting & Engineering has completed or is in the process of completing the following task work orders: Design and Inspection of North Development Access Road, Taxiway C Environmental Assessment and Design, Design A12 Infrastructure, Terminal Apron Rehabilitation Design, Design and Inspection RY36 Sealcoat and Striping, and performed various independent

fee assessments. Infrastructure Consulting & Engineering has performed well during this original contract term, and staff recommends approval for this next renewal year.

FISCAL IMPACT:
All services will be approved using task work orders with negotiated scopes and approved proposals. Staff hours and appropriate staff classifications will be negotiated for each task during an assigned project. The department head and City Manager must sign all final task work orders. Any task work orders exceeding $50,000 in cost must be calendared for a City Council agenda for final approval. No services will be approved without budgeted allocations.

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

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

FIRST AMENDMENT TO AGREEMENT FOR CONTINUING GENERAL AVIATION ENGINEERING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR CONTINUING GENERAL AVIATION ENGINEERING SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **INFRASTRUCTURE CONSULTING & ENGINEERING, PLLC,** a professional limited liability company duly organized in the state of South Carolina and authorized to do business in the state of Florida (EIN: 45-3175330) ("Consultant").

WHEREAS, on September 9, 2022, City and Infrastructure Consulting & Engineering, PLLC entered into an Agreement for Continuing General Aviation Engineering Services, (the "Original Agreement") City of Ocala Contract Number: AIR/220118 for a term of three (3) years from July 20, 2022, through July 19, 2025; and

WHEREAS, City and Consultant now desire to extend the Original Agreement for the first of three (3) available one-year renewals.

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

1. **RECITALS**. City and Consultant hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Consultant is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one (1) year term beginning on **JULY 20, 2025,** and terminating **JULY 19, 2026.** Thereafter, this Agreement may be renewed for **TWO (2)** optional **ONE (1) YEAR** periods by written consent between City and Consultant.
4. **COMPENSATION.** City shall compensate the Consultant an amount not to exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000)** (the "Maximum Limiting Amount") during the Initial Term, inclusive of any and all direct costs, indirect costs, and reimbursable expenses, in accordance with the pricing reflected in the Original Agreement. The maximum limiting amount established under this Agreement shall not be exceeded without the City's express written approval verified by amendment or Task Work Order to this Agreement.
5. **NOTICES.** All notices required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and followed with delivery of a hard copy. All notices shall be addressed to the respective parties as follows:

If to Consultant:	Infrastructure Consulting & Engineering Attention: Doug Hambrecht, Vice President 5550 W. Idlewild Ave., Suite 115 Tampa, Florida 33634 Phone: 813-330-2701 E-mail: doug.hambrecht@ice-eng.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Consultant, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
8. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

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

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

CITY OF OCALA

_____
Kristen Dreyer
City Council President

INFRASTRUCTURE CONSULTING & ENGINEERING, PLLC

_____

By: _____
(Printed Name)

Title: _____
(Title)

AGREEMENT FOR CONTINUING GENERAL AVIATION ENGINEERING SERVICES

THIS AGREEMENT FOR CONTINUING GENERAL AVIATION ENGINEERING SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **INFRASTRUCURE CONSULTING & ENGINEERING, PLLC**, a Professional Limited Liability Company duly organized in the state of South Carolina and authorized to do business in the state of Florida (EIN# 45-3175330) ("Infrastructure Consulting") or ("Consultant").

R E C I T A L S :

WHEREAS, on February 17, 2022, City issued a Request for Proposals ("RFP") from qualified engineering firms for the provision of continuing general aviation engineering services, RFP No.: ELE/220118 (the "Solicitation"); and

WHEREAS, eight (8) firms responded to the Solicitation and, after consideration of the evaluation factors set forth in the Solicitation, McFarland Johnson and Infrastructure Consulting & Engineering, PLLC, were found to be the highest ranked proposals and selected as finalists in the solicitation process; and

WHEREAS, Infrastructure Consulting & Engineering, PLLC, was selected as the awardee to provide continuing general aviation engineering services (the "Services"); and

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

T E R M S O F A G R E E M E N T :

1. **RECITALS**. City and Consultant hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Consultant shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the proposal submitted by Consultant in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement, if any. Each of these documents are incorporated herein by reference for all purposes.

   If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Count.)

A. **Exhibits to Agreement**. The Exhibits to this Agreement are as follows:

Exhibit A: Scope of Work (A-1 through A-5)

Exhibit B: Submitted Proposal (B-1 through B-107)

Exhibit C: Loaded Hourly Rates (C-1 through C-5)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A; then (2) Exhibit B; then (3) Exhibit C.

3. **SCOPE OF SERVICES/TASKS.** Consultant shall provide full-service aviation planning and design services, construction management services and inspection of airport development projects more specifically described in **Exhibit A – Scope of Work** and the Contract Documents on an as needed basis and shall include, but be not limited to, those services authorized by individual Task Work Orders for individual related projects (the "Projects"). City and Consultant acknowledge that the Scope of Work may not delineate every detail and minor work task required to be performed by Consultant to complete the individual Projects. If during the course of performance of the services included in this Agreement Consultant determines that work should be performed to complete the Project which is in the Consultant's opinion outside of the level of effort originally anticipated, Consultant shall notify the City Project Manager and obtain written approval by the City Project Manager in a timely manner before proceeding with the work. If Consultant proceeds with said work without notifying the City Project Manager and obtaining written approval, said work shall be deemed to have been performed within the original level of effort. Notice to the City Project Manager does not constitute authorization or approval by City to perform the work. Performance of work by Consultant outside of the originally anticipated level of effort without prior written approval of City is done at Consultant's sole risk.

   A. **Task Work Orders.** Task Work Orders shall be jointly prepared by City and Consultant and shall define the detailed scope of services to be provided for the particular Project. Each Task Work Order shall be separately numbered and approved in accordance with this Agreement and the City's Procurement Policy. The Scope of Work and Task Work Orders issued under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Consultant for professional engineering services for amounts approved on negotiated Task Work Orders in accordance with the Fee Schedule set forth in **Exhibit C – Loaded Hourly Rates**. Subcontractor fees will be

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Sent.)

negotiated at the time a Task Work Order is initiated for a project using current published rates. The City reserves the right not to use any subcontractor on a project. Payments will be made based on a percentage of project completion by task. Completed tasks must be approved and agreed upon by the designated City of Ocala Project Manager before payment will be made. The final reports and deliverables must be approved and agreed upon by the designated City of Ocala Project Manager before final payment will be made.

A. **Prompt Payment.** Monthly actual payment reporting requirements for prime contractors and consultants are based on prompt payment rules and laws. The same holds true for return of retainage after the subcontractor has completed its work, not when the overall project is finished. Florida law requires timely payment for both construction and non-construction services. Generally, invoices for construction contracts must be paid within **TWENTY-FIVE (25) DAYS** of receipt. Invoices for consultant contracts are payable per the terms of this Agreement, but shall not exceed federal regulations as set forth in ***49 CFR 26.29*** requiring payment of all subcontractors for satisfactory performance within **THIRTY (30) DAYS** of payment to the Prime.

B. **Invoice Submission**. Consultant shall invoice City for all work completed. Invoices must be reviewed and agreed upon by the City of Ocala Project Manager. Review and approval shall not be unreasonably withheld, conditioned, or delayed. All invoices, reports, and other documentation submitted by Consultant shall include the City Contract Number, date, and an assigned Invoice Number. Invoices, reports, and other documentation shall be submitted to the City Project Manager at: **Ocala International Airport**; Attn: **Matt Grow, 1770 SW 60th Avenue, Suite 600, Ocala, Florida 34474**; E-Mail: **mgrow@ocalafl.org.**

5. **TERM.** The term of this Agreement shall commence on **JULY 20, 2022** and shall end on **JULY 19, 2025**. This Agreement may be renewed for no more than three (3), one-year (1-year) renewal terms upon the mutual written consent of both parties, unless terminated by either party pursuant to the terms of this Agreement.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of

the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Consultant performance shall be extended for a number of days equal to the duration of the force majeure. Consultant shall be entitled to an extension of time only and, in no event, shall Consultant be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays

7. **TERMINATION**. This Agreement may be terminated by either party for cause upon City or Consultant providing written notice to the defaulting party not less than **THIRTY (30) DAYS** prior to the date of termination in the manner specified for the giving of Notices herein. Any such termination shall not affect the rights or obligations accruing to either party under any previously issued and approved Task Work Order.

   A. **City's Remedies Upon Consultant Default**. In the event of Consultant default under this Agreement City shall have the right, at City's option, to pursue any and all remedies available at law or equity, including, without limitation, the right to: (1) terminate this Agreement without further notice; (2) hire another consultant to complete the required work in accordance with the needs of City; (3) recover from Consultant all damages, costs, and attorneys' fees arising from Consultant's default prior to termination; and (4) recover from Consultant any actual excess costs by: (i) deduction from any unpaid balances owed to Consultant; or (ii) any other remedy as provided by law.

8. **STANDARD OF CARE.** Consultant represents and warrants that it has the personnel and experience necessary to perform the Services in a professional and workmanlike manner. Consultant shall render Services consistent with the same degree of care, skill, and diligence exercised by professionals of like experience, knowledge, and resources under similar circumstances at the locale of the Project. Consultant shall re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirements of this Agreement at no additional cost to City. Consultant's standard

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Count.)

of care shall not be altered by the application, interpretation, or construction of any other provision of the Agreement.

9. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Consultant's performance. Any such evaluation will become public record.
10. **CONTRACT FULFILLMENT.** Consultants who enter into any agreement with the City of Ocala and fail to complete the contract term, for any reason, may be subject to future bidding suspension for one (1) year, and up to a possible three (3) year bid debarment for serious contract failures.
11. **COMMERCIAL AUTO LIABILITY INSURANCE.** Consultant shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Consultant with a combined limit of not less than One Million Dollars ($1,000,000) for bodily injury and property damage for each accident. Consultant's commercial automobile liability insurance policy must name, as additional insureds, the City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers.
12. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Consultant shall procure and maintain, for the life of this Agreement, commercial general liability insurance with combined single limits of not less than One Million Dollars ($1,000,000) per occurrence. The only aggregate limit acceptable is "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501 or equal).

    A. If the Commercial General Liability form is used:
        (1) Coverage A- shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
        (2) Coverage B - shall include personal injury.
        (3) Coverage C - medical payments, is not required
    B. If the Comprehensive General Liability form is used, it shall include at least:
        (1) Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, and property damage resulting from explosion, collapse or underground (XCU) exposures.

13. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE.** Consultant shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance for in amounts required by Florida law and employer's liability insurance with limits of at least $1,000,000 each accident and $1,000,000 policy limit for disease, and shall be responsible for ensuring that any subcontractor has statutory coverage. City

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Client.)

need not be named as an Additional Insured, but a subrogation waiver endorsement is required.

14. **PROFESSIONAL LIABILITY INSURANCE/ERRORS AND OMISSIONS COVERAGE.** Consultant shall procure and maintain professional liability insurance with an occurrence limit of not less than $1,000,000, exclusive of defense costs. Consultant shall be required to provide continuing professional liability insurance to cover each project for a period of **FIVE (5) YEARS** after project completion. It is recognized that this type of insurance is only available on a claims-made basis and Additional Insured endorsements are not available.

15. **MISCELLANEOUS INSURANCE PROVISIONS**.

A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Consultant. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Consultant's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Consultant. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided**. Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.

B. Deductibles. Consultant is responsible for paying any and all deductibles or self-insured retention. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld.

C. Certificates of Insurance. Consultant shall provide Certificates of Insurance, accompanied by copies of all endorsements required by this section, that are issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala, 110 SE Watula Avenue, Ocala, FL 34471" as an additional insured and certificate holder for General Liability and Commercial Automobile Liability insurance. Original and renewal certificates must be forwarded to the **City of Ocala Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail:** **vendors@ocalafl.org** prior to the policy expiration.

D. Failure to Maintain Coverage. In the event Consultant fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and

effect any insurance coverage required to be obtained by Consultant under this Agreement, Consultant shall be considered to be in default of this Agreement.

E. Severability of Interests. Consultant shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

16. **PUBLIC RECORDS.** The Consultant shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Consultant shall:

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

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Count.)

RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

16. **AUDIT.** Consultant agrees to maintain such financial and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. Consultant shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
17. **PUBLICITY.** Consultant shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
18. **PUBLIC ENTITY CRIMES.** As provided in Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.
19. **DISADVANTAGED BUSINESS ENTERPRISE (DBE):** The City of Ocala adopts FDOT's goal of 10.65% as a race-neutral DBE goal. This means the City's goal is to spend at least 10.65% of expenditures with certified DBE's as prime firms, or as subcontractors/subconsultants. Race-neutrality means the City hopes the overall goal can be achieved through the normal competitive procurement process without using DBE required goals. FDOT funded projects have an overall DBE goal of 10.65%. For projects specifically for the Ocala International Airport, the DBE goal is 12%. Although not a requirement, the City believes this DBE percentage can realistically be achieved on projects through use of DBE prime and DBE subcontractors performing services anticipated on projects. Prime contractors or consultants may be requested to submit a DBE Utilization form indicating their firm's proposed use of DBE subcontractors. Prime construction contractors for FDOT-funded projects are required to visit

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Sent.)

http://www.fdot.gov/equalopportunity/eoc.shtm to register and submit their DBE commitments online.

20. **DRUG FREE WORKPLACE REQUIREMENT.** Consultant submitted a drug free workplace certification with their proposal, and agrees to provide a drug free workplace.

A. The Consultant, if other than an individual, shall-within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about:

(i) The dangers of drug abuse in the workplace;

(ii) The Consultant's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will:

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Sent.)

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

B. Consultant, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

C. In addition to other remedies available to the Government, the Consultant's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Consultant subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

21. **E-VERIFY.** Pursuant to section 448.095, Consultant shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Consultant shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Consultant certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Consultant understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Consultant may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Consultant shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System

22. **INDEPENDENT CONTRACTOR STATUS**. City expressly acknowledges Consultant is an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Count.)

venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Consultant performs hereunder.

23. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances**.**
24. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
25. **INDEMNITY.** Consultant shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Consultant, its agents, and employees.
26. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all 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.
27. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Count.)

If to Consultant:	Infrastructure Consulting & Engineering, PLLC Attn: Doug Hambrecht, Vice President 5550 W Idlewild Ave. Suite 115 Tampa, Florida 33634 Phone: 813-330-2701 Email: doug.hambrecht@ice-eng.com
If to City of Ocala:	Daphne M. Robinson Esq., Contracting Officer 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 Fax: 352-690-2025 Email: notices@ocalafl.org
Copy to:	Robert W. Batsel, Jr. Gooding & Batsel, PLLC 1531 S.E. 36th Ave. Ocala, Florida 34471 Phone: 352-579-6536 Email: rbatsel@lawyersocala.com

28. **ATTORNEYS FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.

29. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Client.)

RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

30. **GOVERNING LAW**. This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
31. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
32. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
33. **GOVERNING LAW**. This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
34. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
35. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Sent.)

any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

36. **AMENDMENT**. No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
37. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
38. **ELECTRONIC SIGNATURE(S)**. Consultant, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this agreement. Further, a duplicate or copy of the agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original agreement for all purposes.
39. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
40. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Client.)

IN WITNESS WHEREOF, the parties have executed this Agreement on 09 / 09 / 2022.

ATTEST

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Ire Bethea Sr.

Ire Bethea, Sr.
City Council President

Approved as to form and legality

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

INFRASTRUCTURE CONSULTING & ENGINEERING, PLLC

DOUGLAS HAMBRECHT

Infrastructure Consulting & Engineering, PLLC
(Printed Name)

Vice President
(Title)

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Client.)

BACKGROUND

The engineering firm will provide continuing professional services for the Ocala International Airport.

It is anticipated that the projects will be funded by Federal grants from the Federal Aviation Administration (FAA) under its Airport Improvement Program, State grants from the Florida Department of Transportation (FDOT) and/or by City (non-grant) funds. This will require the Consultant to provide input and guidance to the Airport about said programs and to ensure the Airport's compliance with all applicable standards, advisory circulars and regulations of the FAA, State of Florida, City of Ocala and Marion County.

All work awarded under this contract will be for projects in which the estimated construction cost of each individual project does not exceed $4 million, and professional services for each individual project does not exceed $500,000 or the maximum sum allowable by law under Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as amended, whichever is greater, and agreed upon by the parties. All work will be performed in accordance with industry standards and comply with applicable laws, and regulations.

City reserves the right to modify this scope during negotiations for budgetary reasons.

Prices shall remain firm for the term of the awarded contract.

Surcharges will not be accepted in conjunction with this award, and such charges should be incorporated into the pricing structure.

DETAILED SCOPE OF WORK

In accordance with FAA Advisory Circular (AC) 150/5100-14E, Architectural, Engineering and Planning Consultant Services for Airport Grant Projects, the scope of work for this solicitation is being divided into three categories. The first category involves planning services. The second category involves professional services for the design/bidding of airport development projects and the third category involves professional services for the construction administration/inspection of airport development projects. Work orders will be assigned on an as- needed basis.

Category A – Aviation Planning Services

This category includes studies under the headings of airport system and master planning, airport noise compatibility planning and environmental assessments and related studies. These studies include, but are not limited to, the following activities:

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6549 (Client.)

1. Design study to establish the framework and detailed work program.
2. Airport data collection and facility inventories.
3. Aeronautical activity forecasts and demand/capacity analyses.
4. Facility requirements determination.
5. Airfield modeling for capacity and delay.
6. Airport layout and terminal area plan development.
7. Airport noise studies under 14 CFR Parts 150 and 161.
8. Compatible land-use planning in the vicinity of airports.
9. On-airport site selection studies.
10. Airport project development schedules and cost estimates.
11. Airport financial planning and benefit cost analysis.
12. Participation in public information and community involvement programs and/or public hearings relating to airport development and planning projects.
13. Environmental Assessments (EA), Environmental Impact Statements (EIS), and other studies in accordance with FAA Orders 5050.4 and 1050.1.
14. Preparation of or updating of the airport layout plan.
15. Airspace analysis.
16. GIS data collection, entry, and analysis and other electronic graphical/mapping efforts.
17. Project feasibility studies

Category B – Architectural/Engineering Design Services for Airport Development Projects

This category includes the basic A/E services normally required for airport development projects. It involves services generally of an architectural, civil, geotechnical, structural, mechanical, and electrical engineering nature, which include, but are not limited to:

Preliminary Phase

This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include, but are not limited to:

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Client.)

1. Coordinating with the City on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters.
2. As applicable, coordinating project with local FAA personnel and other interested stakeholders to identify potential impacts to their operations.
3. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations.
4. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.
5. Preparing project design criteria and other bridging documents commonly used for alternative project delivery methods such as design-build contracting.

Design Phase

This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include, but are not limited to, those below:

1. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
2. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and performing architectural, engineering, and special environmental studies.
3. Preparing necessary engineering reports and recommendations.
4. Preparing detailed plans, specifications, cost estimates, and design/construction schedules.
5. Preparing Construction Safety and Phasing Plan (CSPP).
6. Printing and providing necessary copies of engineering drawings and contract specifications.

Bidding and Negotiation Phase

The firm shall be required to provide complete services as outlined in the contract or assist the Airport Authority, a t a minimum, with the following tasks.

1. Provide final calculations, construction documents and specifications in consultation with the Owner.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Sent.)

2. Prepare and file all applications, data, and documents required to obtain approval of all authorities having jurisdiction over the project.
3. Prepare the necessary bidding technical specifications and bid schedule(s).
4. Prepare a written cost estimate, engineering, and functionality recommendations.
5. Additional services as may be necessary and appropriate.

Other Design Services

The development of some projects may involve activities or studies outside the scope of the basic design services routinely performed by the consultant. These special services may vary greatly in scope, complexity, and timing and may involve several different disciplines and fields of expertise. Examples of special services that might be employed for airport projects include, but are not limited to, the following:

1. Soil investigations, including core sampling, laboratory tests, related analyses, and reports.
2. Detailed mill, shop, and/or laboratory inspections of materials and equipment.
3. Land surveys and topographic maps.
4. Field and/or construction surveys.
5. Photogrammetry surveys.
6. Special environmental studies and analyses.
7. Public information and community involvement surveys, studies, and activities.
8. Assisting the City in the preparation of necessary applications for local, State, and Federal grants.
9. Preparation of property maps.
10. Preparation of quality control plan.
11. Other design services as needed.

Category C – Architectural/Engineering Construction Engineering Inspection Services for Airport Development Projects

This category includes the basic construction engineering inspection services normally required for airport development projects. It may include all basic services

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6549 (Count.)

rendered after the award of a construction contract, including, but not limited to, the following activities:

1. Providing consultation and advice to the City during all phases of construction.
2. Representing the City at preconstruction conferences.
3. Inspecting work in progress periodically and providing appropriate reports to the City.
4. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept/drawings.
5. Reviewing, analyzing, and accepting laboratory and mill test reports of materials and equipment.
6. Assisting in the negotiation of change orders and supplemental agreements.
7. Observing or reviewing performance tests required by specifications.
8. Determining amounts owed to contractors and assisting City in the preparation of payment requests for amounts reimbursable from grant projects.
9. Making final inspections and submitting punch-lists and a report of the completed project to the City.
10. Reviewing operations and maintenance manuals.
11. Making final inspections and submitting punch-lists and a report of the completed project to the City.
12. Providing record drawings.
13. Preparing summary of material testing report
14. Preparing summary of project change orders
15. Preparing grant amendment request and associated justification, if applicable.
16. Preparing final project reports including financial summary.
17. Obtaining release of liens from all contractors.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6549 (Count.)

STATEMENT OF QUALIFICATIONS

PROFESSIONAL ENGINEERING AND PLANNING SERVICES

AT OCALA INTERNATIONAL AIRPORT

City of Ocala – Ocala International Airport
750 SW 60th Avenue
Ocala, FL 34474

March 15, 2022

INFRASTRUCTURE
CONSULTING & ENGINEERING

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9fa5e8t.)

Ms. Tiffany Kimball | Procurement and Contracting
City of Ocala – Ocala International Airport
750 SW 60th Avenue, Ocala, FL 34474

March 15, 2022

RE: Request for Professional Engineering and Planning Services at Ocala International Airport
LOI# AIR/220118

Dear Ms. Kimball and Members of the Selection Committee:

For half a decade, **Infrastructure Consulting & Engineering, PLLC (ICE)** has been fortunate to have served the City of Ocala as one of the Ocala International Airport's (OCF's) continuing general aviation consultants. We have partnered with the Airport to help them plan and develop exciting new developments from the Taxiway "A" Reconstruction to the Secondary Parallel Taxiway to 18-36 and Westside Cargo. **We are excited at the opportunity to once again partner with you to continue providing professional engineering and planning services.** By re-selecting the ICE Team, the Airport will have a staff of aviation experts whom you know and trust, are readily available, and eager to continue working in the coming years to successfully deliver the next phase of this Contract. Having closely worked alongside you on the past and ongoing projects, we bring a vested interest and an intimate understanding of the goals and needs at OCF. Our Team's established working relationship with the City's management, who will be involved in the forthcoming airport projects, will allow us to streamline delivery and maintain efficiency.

ICE has been serving as an airport airfield design consultant for the City since 2017. As such, there will no be learning curve should we be once again selected. We know the City's requirements, personnel, and applicable codes/processes. The following aspects highlight the additional key differentiators we can offer to the City.

ICE'S PROJECT EXPERIENCE

Executed TWOs to Date

8

Key Projects

- Apron Rehab. Inspection
- Perimeter Fence
- Runway 18-36 Seal Coat and Marking
- Taxiway "A" Rehab.
- Terminal Restaurant

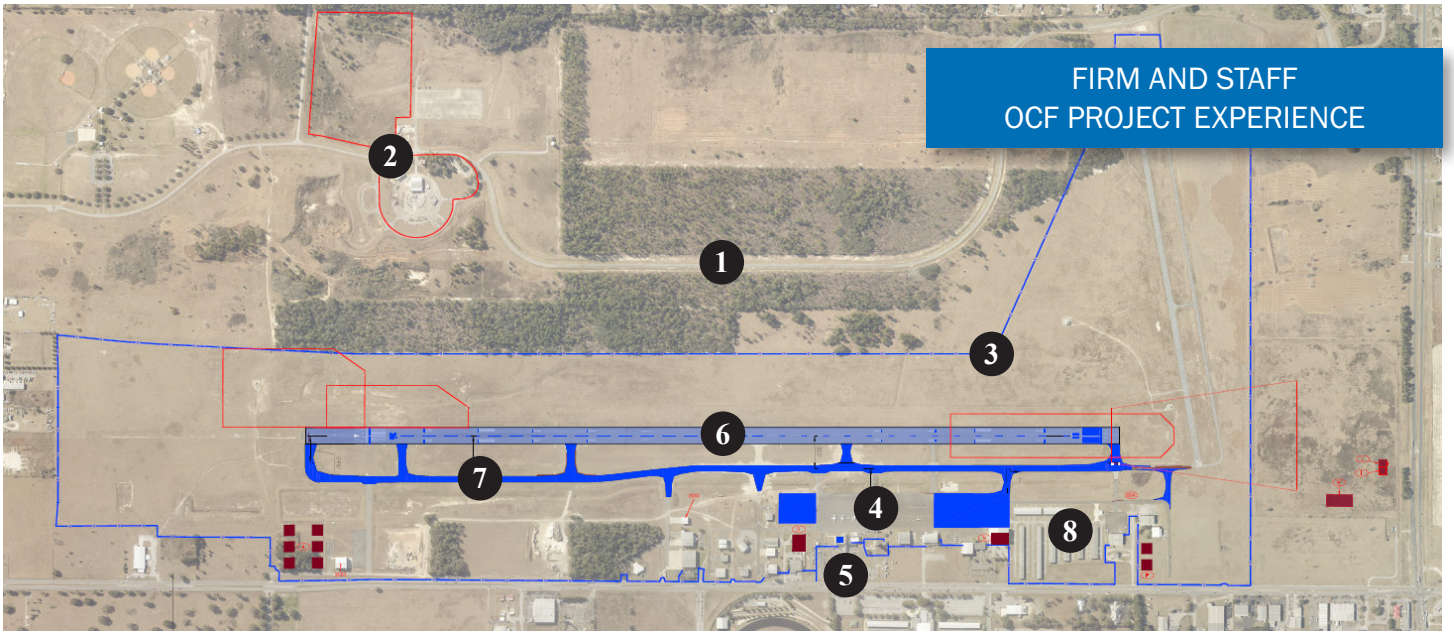
Grant Funding Assistance

$6.1 M

STRONG RELATIONSHIP WITH THE CITY | The City of Ocala is one of the most important clients served by our Florida aviation team. We are committed to continuing to provide the personal attention and responsiveness you deserve and would expect from a small firm while receiving the benefit of a large firm's technical expertise and qualifications. **Doug Hambrecht, PE, will continue to serve as Project Manager, Lead Engineer, and the primary point of contact.** He is well-known to OCF staff having served as the Project Manager on the previous Contract and even several years with a previous firm. Doug has worked for years with Ms. Kimball as well as Matt Grow, Mike Bauer, Paul Constable, and other staff members from Procurement and has strong ties to the Engineering and Public Works Departments.

FedEx Boeing 767 Study at OCF

PROJECT MANAGER'S RELATIONSHIP WITH AIRPORT STAFF | Doug has a unique understanding of the City having designed several projects for the Airport and working closely with City staff. Doug has more than 27 years of experience providing consulting services for clients at both commercial service and general aviation airports with extensive experience including all aspects of aviation planning, design, and construction consulting services as well as an in-depth knowledge of FAA funding process. He is uniquely qualified to assist OCF with their day-to-day and long-term needs and is ready to continue the partnership.



ICE's OCF Project Experience as the Prime Consultant

1. Airfield Design Consultant (2017– Present)
2. Airport Layout Plan (ALP) Update
3. Airfield Perimeter Fence
4. Construction Inspection for Aircraft Apron Rehabilitation and Expansion
5. Restaurant Design and Construction Oversight
6. Runway 18-36 Crack Repair, Seal, and Restripe
7. Taxiway "A" Rehabilitation

ICE Staff's OCF Project Experience Under Prior Employment

8. General Aviation Terminal

KNOWLEDGEABLE AND CENTRALLY LOCATED TEAM | To augment our in-house capabilities, ICE is proud to be supported by specialized experts who have experience working at OCF. **R.M. Barrineau & Associates, Inc.** (survey) is an Ocala-based firm. Other team members, who are located in the central Florida area, include **AVCON, Inc.** (planning, design support, and airfield electrical), **Blue Wing Environmental, LLC *(DBE/WBE)*** (environmental), and **Cal-Tech Testing, Inc. *(DBE)*** (pre-design geotechnical investigations and construction materials testing). Through the depth and locations of our Team, we are able to respond quickly and efficiently with the right resources.

As the firm's designee who will contract with the City, this SOQ is our commitment to enter into a binding agreement and continue to provide professional engineering and planning services at OCF. We very much desire to continue providing these aviation services and are fully prepared to proceed with the work immediately. On behalf of ICE, I pledge that the City and Airport will receive the highest level of service from our Team. Thank you for the opportunity and your consideration. We hope you find the information in this proposal helpful in your evaluation.

Respectfully Submitted,
Infrastructure Consulting & Engineering, PLLC

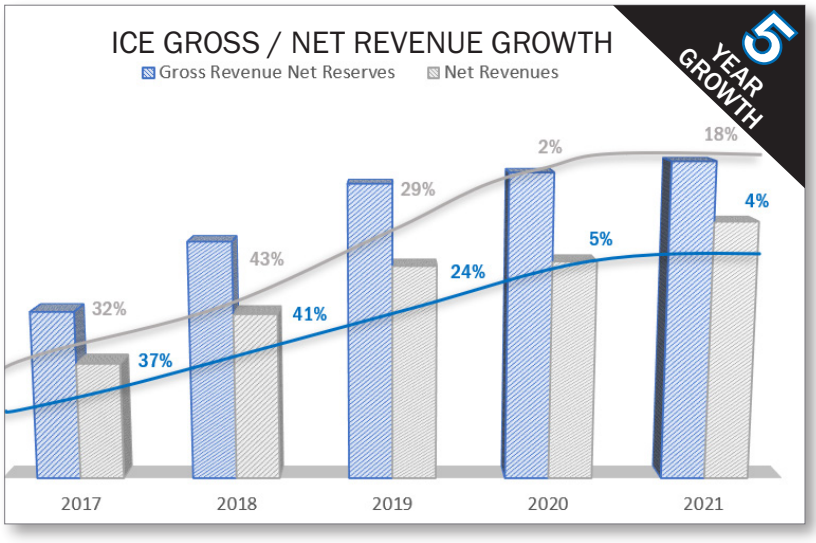
Mitchell Metts, PE | Vice President
mitchell.metts@ice-eng.com | 803-206-8455 (cell)

FIRM SUMMARY

Infrastructure Consulting & Engineering, PLLC (ICE) is a full-service transportation consulting and design firm that has provided professional consulting services to local government clients since our inception in 2005. ICE is a registered professional limited liability company that offers a broad range of professional aviation engineering, planning, and architectural services to general aviation and commercial service airport clients throughout the Southeast. **Our firm's aviation experts have completed numerous projects varying in size, scope, and complexity, including several at Ocala International Airport which are highlighted throughout this submittal. These specialists will continue to provide timely, sound, and cost-effective solutions for all of your aviation design, planning, architectural, and construction challenges.** Our long-standing and strong relationships with the Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT) will continue to prove invaluable in providing input and guidance to the Airport for obtaining federal and state funding. ICE currently has 360 professionals, including 104 licensed professionals, providing innovative professional engineering services throughout the United States from our 20 locations, including 5 offices in Florida as shown in the map below.

FINANCIAL CAPACITY

Our executive leadership has demonstrated a responsible approach to financial matters which has provided ICE rapid growth in revenues and total employees since the Firm's establishment. This financial stability allows the ICE Team to successfully provide services at the level required by the City of Ocala. The graphic to the right includes the Firm's increase in gross and net revenue from 2017-2021.



ICE is listed with Dun and Bradstreet, DUNS number 058232290, and the FEID number is 45-3175330. ICE's current FDOT prequalification letter with approved overhead can be found in the Appendix on page 22.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pt.)

ABILITY

MANAGEMENT | Effective management and serving the City for this Contract will be rooted in past experience on similar, successful airfield projects and a responsiveness pledge to continue to serve as an extension of your Staff. The plan begins with the assembling of the Project Team. Elham Farzam, PE, the Principal-in-Charge, has assigned the **project management responsibilities to Doug Hambrecht, PE, based on his previous airfield experience, his proximity to Ocala (Tampa), his knowledge of the Ocala International Airport (OCF), and his dedication and reputation for providing exceptional client service and a quality product.**

Doug and Elham have assembled a team that knows the FAA design criteria, specializes in aviation, is familiar with OCF, and is available to dedicate adequate resources to this Contract. The organization chart included on page 6 is a graphic representation of the ICE Team.

All Team members and disciplines will report up to the Project Manager. Assistance and support will be provided by the Principal-in-Charge, Elham Farzam, PE, and the various discipline leads. Doug will be directly involved in all projects, from working daily with designers to quality control submittal reviews of the plans and specifications. Weekly coordination with the Project Team, including subconsultants, will be performed. At key phases, daily coordination is necessary. **Doug will coordinate directly with the Airport Director, Matt Grow, as a single point of contact.** Matt has known Doug for many years and knows that he can be counted on to provide a high-quality product throughout the duration of this Contract. In addition to other key staff, Doug is located in ICE's full-production office in Tampa, Florida. With additional firm-wide expertise available at all times, project personnel are prepared to handle a wide range of assignments currently anticipated under the "Airport Airfield Design Consultant" program as well as any unforeseen needs during the Contract's duration. As the Project Manager, Doug will do whatever it takes to satisfy the City.

The City requires a highly technical Project Manager who can draw on solid experience to understand the components of any project, and who will be committed through availability to implement the Airport's goals. Doug has experience and ability that aligns well with the planned projects at the Airport including runway, apron, taxiway design, perimeter wildlife fencing, hangars, and vertical construction. Other projects such as fuel farms, navigational aids, airfield electrical, cargo operations, roadway design, General Aviation terminal construction, and drainage design illustrate his long history of aviation engineering and his ability to handle all project types. Doug's primary responsibility in management, in order to ensure a successful program at completion, can be broken down as listed to the right.

FUNCTIONAL DUTIES OF ICE'S PROJECT MANAGER

The SCHEDULE is well known and followed by the entire team;

COMPLETE PROJECT UNDERSTANDING and will be present at all client, subconsultant, and design Team meetings;

Ensure TIMELY AND EFFECTIVE COMMUNICATIONS are used reporting up to the City (and down to the design team);

All necessary PERMITS are applied for and obtained;

The Project is designed within the set BUDGET;

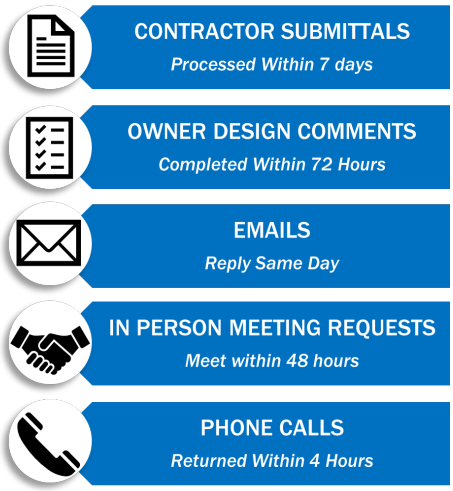
QUALITY CONTROL is maintained and thoroughly enforced;

and the design is complete and ACCURATE so change orders during construction are minimal.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pt.)

Doug is very involved with the daily operations and events within a project, maintaining control at all times. He stays involved during construction to make sure the Contract and specifications are adhered to and potential problems are identified early. He is in charge of project files that are meticulously maintained and contain all pertinent information about a project, including contracts, invoices, correspondence, budgets, grant applications, reports, meeting minute,s and future action items.

Overall, our ability to administer and serve the City hinges on effective and frequent communication, not only between the consultant and the City, but also with funding agencies, the design team, subconsultants, permitting agencies, contractors, and other stakeholders. This requires leadership, experience, and consistent availability. Frequent communication is key to successful project outcomes and long-term relationships. The Project Manager and the Team will make it a practice to incorporate the basics combined with Team availability and responsiveness.



PROJECT MANAGER'S CURRENT AND PAST FLORIDA AIRPORT CLIENTS

- Ocala International Airport
- Albert Whitted Airport
- Brooksville-Tampa Bay Regional Airport
- Cecil Airport
- Daytona Beach International Airport
- Destin-Fort Walton Beach Airport
- Jacksonville International Airport
- Kissimmee Gateway Regional Airport
- Marco Island Executive Airport
- Palm Beach International Airport
- Pensacola International Airport
- Punta Gorda Airport
- Sarasota Bradenton International Airport
- Sebastian Municipal Airport
- St. Pete-Clearwater International Airport
- Tallahassee International Airport
- Valkaria Airport
- Zephyrhills Municipal Airport

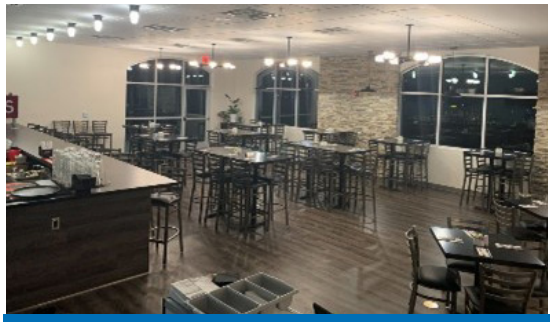
TEAM COLLABORATION | ICE's technical staff fully supports the Project Manager and the Airport's daily and long term needs. **ICE is one of a select group of firms with in-house planning and architectural expertise, which has proven itself in serving OCF over the last five years.** ICE has assisted the Airport staff with day to day development opportunities in the planning realm in developing concepts and evaluating potential airport geometry with growth. This requires our management, engineering, environmental, and architectural team to closely work together to evaluate the opportunities as they present themselves.

Growth for the Airport is coming and with that, a firm with the right team of in-house expertise and specialty subconsultants is required. ICE has proven our team can efficiently work together and act as an efficient, collaborative team. Key ICE staff have been together for 10 and upwards of 20 years. Many of our current employees have reunited together at ICE from previous firms, including our Project Manager/Lead Engineer, Lead Architect, Lead Planner, and much of the production staff. Furthermore, the addition of AVCON for airfield electrical and navigational aids, in addition to planning and design engineering support, has guaranteed the right skillset is always available. **ICE and AVCON have a long history of working together, including on the past COF Contract.**

The resumes provided in the Appendix starting on page 3 illustrate the multitude of projects the ICE team has worked on together at OCF, for different airports in Florida, and throughout the Southeast. The Team has local project experience that indicates the knowledge of local construction and regulations. This is most evident with the

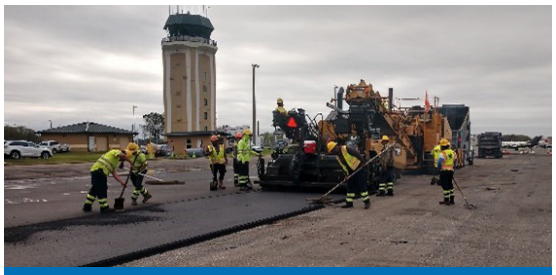
Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (5 pt.)

design of the terminal building and the re-construction of Taxiway "A". Karina Lanier is our Florida aviation architecture lead who was a valuable contributor to the terminal design team. It was this experience that allowed her to assist with design permitting and build-out of the terminal restaurant. Elevation 89 is a hugely successful venture!



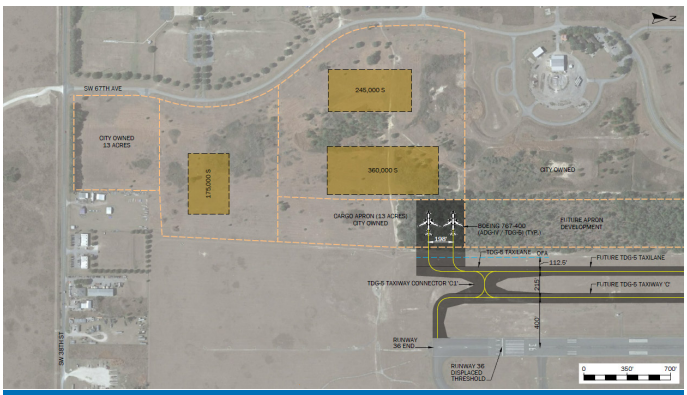
Terminal Restaurant Design & Build-Out

The Taxiway "A" construction led by the ICE team involved our Management (Doug), construction Inspection (Jeff Long), and our engineering and design staff for the various late stage design changes made to the plans. Unfortunately, the contractor went out of business and ICE and the City are still working with the boding company for some remaining punch list items. Jeff Long also inspected the recent Apron Rehabilitation and Expansion performed by Ranger.

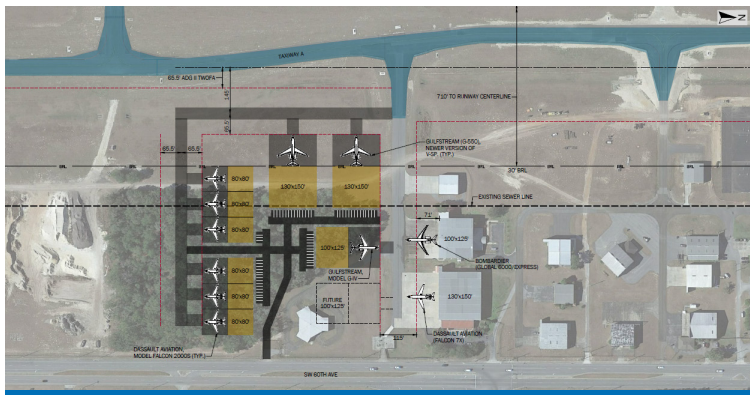


Taxiway "A" Construction

Much needed on the Airport is a west taxiway to the main runway to serve the future equine transport needs and potentially commercial service. An increase in larger aircraft is being seen as result of the transportation logistics hub Ocala is becoming and the World Equestrian Center. ICE has utilized their in-house skills to evaluate numerous development potentials with the last piece of vacant land to the southeast for box and bulk hangars, T-hangar and RV development to the north, and the much-anticipated west side growth for these larger aircraft. These various development scenarios present an opportunity for our architectural capabilities and aviation planners to work together to formulate the best possible concepts that one day will become reality. **Equally important, the combined availability and a firm culture of client service for engineers, architects, and planners allows ICE to succeed in providing this sound advice and support at a moments notice.**



West Parallel Taxiway and Aircraft Parking Apron ALP Concept



Southeast Bulk and Box Hangar ALP Concept

Northwest Parallel Taxiway and Apron Development Concept Including Commercial Service Terminal

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pt.)

CAPITAL INMPROVEMENT PLAN FOR OCALA INTERNATIONAL AIRPORT

YEAR	PROJECT	ICE TEAM'S APPLICABLE EXPERIENCE
2021	APPLY RUNWAY FRICTION COURSE RY 18/36	**Currently underway by ICE**
2021	REPAINT RY 18/36	**Currently underway by ICE**
2022	DESIGN REHABILITATE GA TERMINAL APRON	**ICE completed North Apron Rehab and Expansion at Ocala International Airport and West Apron Expansion at Destin-Fort Walton Beach Airport (Fort Walton Beach)**
2022	CONSTRUCT ACCESS ROAD	**ICE has the FDOT prequalifications and a long list of applicable projects**
2023	REHAB T-HGR TAXIWAY AND APRON	**Recent T-Hangar Replacement at Sarasota Bradenton International Airport (Sarasota)**
2024	CONSTRUCT T HANGAR	**Recent experience at Brooksville, Sarasota, Sebastian, Valkaria, and Dequncy (LA).**
2024	EA WEST SIDE IMPROVEMENTS	**ICE environmental NEPA experience and the experience of subconsultant, Blue Wing Environmental, LLC *(DBE, WBE)***
2025	EXTEND RUNWAY 8/26	**Craig Air Center (Jacksonville); Daytona Beach Int'l Airport (Daytona Beach); Orlando Sanford Int'l Airport (Sanford); Sarasota Bradenton Int'l Airport (Sarasota); Marianna Municipal Airport (Marianna); Zephyrhills Municipal Airport (Zephyrhills); Ormond Beach Municipal Airport; Ashe County Airport (NC); Blue Grass Airport (KY)**
2025	INCREASE WIDTH RY 8/26	**ICE performed concept analysis and benefit cost for symmetrical versus widening to the north on this Project**
2025	DESIGN PHASE 1, TXY-C	**ICE performed planning level documents of widths, cost offset, and connector placement at OCF**
2025	WIDEN TWY-B	**ICE designed the widening of Taxiway "A" at OCF**
2026	IMPROVE FUEL FARM	**Albert Whitted Airport (St. Petersburg) and Destin-Fort Walton Beach Airport for design and construction administration**
2026	CONSTRUCT PHASE 1, TWY-C	**New taxiways at Crestview, Palm Beach, Sebastian, and Tallahassee**
2029	EA EXTEND RUNWAY 18/36	**Experience of subconsultant, Blue Wing Environmental, LLC *(DBE, WBE)***
2030	CONSTRUCT ARFF BUILDING	**Concept planning for floorplan and location at Ocala International; Fort Smith ARFF; and SC Fire Academy**
2030	INSTALL AWOS EQUIPMENT	**Siting analysis for current AWOS at Ocala International**
2030	ACQUIRE LAND FOR APPROACHES	**Subconsultant to be determined**
2031	CONSTRUCT EXTENTION RY 18/36	**BCA, Craig Air Center (Jacksonville) and Runway 7L-25R, Daytona Beach International Airport (Daytona Beach)**

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Sent.)

ORGANIZATIONAL CHART

CITY OF OCALA

OCALA INTERNATIONAL AIRPORT
Airport Director
Matt Grow

INFRASTRUCTURE CONSULTING & ENGINEERING

PRINCIPAL-IN-CHARGE	PROJECT MANAGER	QUALITY CONTROL
Elham Faram, PE	Doug Hambrecht, PE	Michael Hixson, PE

DESIGN/BIDDING SERVICES

AIRSIDE DESIGN
Hamed Jafarian, PE
Maram Aldada, PE
Russ Holliday, PE AI
Amr Mansour, EI

PAVEMENT DESIGN
Elham Farzam, PE

TECHNICAL PRODUCTION
Sameh Maximos, PE
Amr Mansour, EI
Mike Allen

STORMWATER
Marty Morlan, PE, ENV SP
Lauren Warmuth, PE
Bob Steele, SET

ENVIRONMENTAL
Sarah Brammell BWE

NEPA/ENVIRONMENTAL ASSESSMENTS
Barrett Stone
Wade Hamilton, EI

AIRFIELD ELECTRICAL
Brandon Hiers, PE, ENV SP AI
Carl Johnson, EC, ACE AI
Mark Goodacre, ACE AI

PLANNING SERVICES

PLANNING
Richard Osborne, CM, ACE
Mary Soderstrum, AIA, NCARB AI
Andrew Nazarkewych

CONSTRUCTION ADMINISTRATION/ INSPECTION SERVICES

CONSTRUCTION INSPECTION
Jeff Long
Roberto Farinas

CONSTRUCTION MATERIALS TESTING
Mike Stalvey, Jr. CAL

ARCHITECTURE SERVICES

ARCHITECTURE
Bob Anderson, AIA
Karina Lanier, AAIA

SUPPORT SERVICES

SURVEY
Travis Barrineau, PSM RMB

PRE-DESIGN GEOTECHNICAL INVESTIGATIONS
Ivan Marcano, MS, PE CAL

SUBCONSULTANT LEGEND	
AI	AVCON Inc.
BWE	Blue Wing Environmental, LLC ***(DBE, WBE)***
CAL	Cal-Tech Testing, Inc. ***(DBE)***
RMB	R.M. Barrineau & Associates, Inc.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pgs)

ICE very much desires to continue to serve as an aviation consultant at the Ocala International Airport. As experts in engineering, architecture, planning, and construction, we are proud to offer the City a team of professionals with a proven track record of delivering numerous projects at similar-sized GA airports. Having worked closely with airport staff for many years, **we bring an understanding of your needs and vision for developing the Airport** backed by the demonstrated experience necessary to deliver, which makes us well-suited to serve as an excellent consultant for the identified Capital Improvement Plan (CIP) projects. **Furthermore, we are committed to prioritizing the City of Ocala and Airport staff at all times.** From concept through completion, our primary focus is to provide exceptional client service. We are a firm that has a keen understanding of FAA Advisory Circulars, rules and processes for grant assurances, construction contracts, project documentation, and construction engineering and inspection. Our long-standing and strong relationships with the FAA and FDOT prove invaluable when assisting our clients in obtaining federal and state funding. Summarized below are the key differentiators that ICE brings and how we can add value to aide OCF in meeting its goals and objectives.

IMMEDIATE AVAILABILITY | Of critical importance to the success of this Contract, the ICE Team has the **immediate availability, resource depth, and capacity** required to expedite work in order to meet tight project and grant funding schedules. **Based on the ample availability of our aviation staff shown in Criteria 4 (page 20) through the end of 2022, we are confident in committing these professionals to you for the Contract term.** Our current assignments will not reduce or impact our capabilities to provide the required services for this Contract. In addition to the staff proposed, the ICE Team has the resource depth available to provide supplementary staff if needed or unexpected events occur. Our Project Manager, Doug Hambrecht, PE, is eager to continue working alongside Airport staff. Our goal is to exceed the City's expectations in all aspects of professionalism and service.

SIMILAR AGENCY AVIATION ON-CALL EXPERIENCE | ICE has been privileged to serve airports and state agencies, through on-call, continuing service agreements, and Indefinite Delivery Contract (IDC) consulting services to municipal clients since our establishment. **ICE currently holds on-call aviation consulting contracts as the prime consultant for the following local governmental agencies: City of Ocala, City of Sebastian, City of St. Petersburg, Brevard County, Collier County, Okaloosa County, and Volusia County**. Working with state, municipal, and local agencies requires a keen understanding of state,

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pt.)

federal, and local guidelines which has allowed us the opportunity to prove ourselves as reputable aviation and transportation engineers and a responsive consultant. The ICE Team's current and previous experience working with these airports and others throughout Florida, has afforded our professionals a keen understanding of the processes and intricacies associated with providing professional services on general consulting contracts.

At a glance, our Staff's similar project experience working at General Aviation Airports throughout Florida includes:

- Ocala International Airport
- Bob Sikes Airport
- Cecil Airport
- Jacksonville Executive at Craig Airport
- Brooksville-Tampa Bay Regional Airport
- Treasure Coast International Airport
- Kissimmee Gateway Airport
- Space Coast Regional Airport
- Albert Whitted Airport
- St. Pete-Clearwater International Airport
- Peter O. Knight Airport
- Sebastian Municipal Airport
- North Palm Beach County Airport

ICE's current on-call contract experience for the Cities and Counties makes us adept at reporting to these agencies and administrators while operating as a first-class aviation consultant. We work closely with our clients daily to keep them informed, to successfully execute their vision, and to deliver solutions in a timeframe that exceed their expectations. We provide regular progress updates, facilitate in-person meetings, and continuously monitor schedules and budgets set forth during project development. ICE professionals provide the dedicated service that our clients expect and deserve, and we pride ourselves on timely job progress and delivery of a quality product. As a result, we are honored to have been rewarded with **repeat business and long-term relationships**. Our Project Manager has had a 10-year relationship with the City of Ocala undertaking various projects, concepts, analysis, and general assistance at the Airport over the course of these years.

PROVEN SOLUTIONS | Through our diverse and hands-on experience, there is not much that our airport engineers, architects, aviation planners, and former airport managers have encountered. This enables us to offer proven solutions that have been successfully implemented at other facilities. The value-added services of these our professionals allow us to understand decision impacts to related agency offices. For example, the ICE Staff recently helped the Airport with their impressive terminal building by providing provisions for vacant space planned for future interior build-out. Subsequently, we were entrusted to provide additional architectural services as a follow up for the Airport to convert this space seamlessly into a successful restaurant.

MINIMIZING CHANGE ORDERS | Many change orders improve the overall project. Some are client requested changes. In many of our projects, change orders were solicited to the contractor because it was clear the Project would under run set aside funds. In any event, our Team realizes the number of change orders are often viewed as a reflection on how successful the project was. To minimize change orders, our Team focuses first on an airtight contract and strives for error proof design. This is done by performing exhaustive field reviews of existing conditions, assembling all known information on underground facilities, and extensively checking the design plans. During construction, our Resident Engineers and Inspectors stay ahead of the construction and know how to anticipate small problems before they become large. Our Team has an excellent history of minimizing additional costs.

The following projects have been featured to demonstrate the ICE Team's performance with projects that are similar to those that may be included in this Contract or represent the quality work ICE has achieved for Ocala.

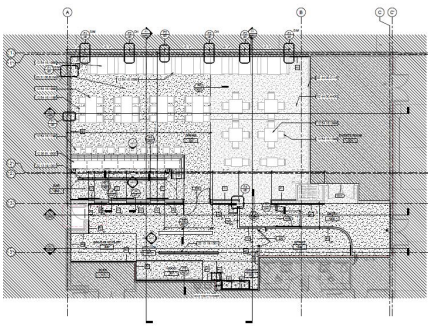
Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pt.)

AIRPORT AIRFIELD DESIGN CONSULTANT SERVICES CONTRACT
OCALA INTERNATIONAL AIRPORT

ICE was awarded the Contract for Airport Airfield Design Consultant Services in April 2017. The ICE Team successfully delivered the projects assigned and the services requested, the City continued the partnership and exercised two Contract extensions, the current one ending in March 2022. The following projects have been completed under this Contract:

OWNER'S REPRESENTATIVE
Matt Grow
mgrow@ocalafl.org
(352) 861-2227

RESTAURANT DESIGN AND CONSTRUCTION OVERSIGHT | ICE represented the Airport in the construction administration on this Project that consisted of retrofitting approximately 3,600 SF of unfinished space that faces the apron to rent to as a restaurant. The build-out consists of an open dining area, bar, and kitchen. The retrofit was completed December 2021 and then was transferred to the tenant for the final installation of equipment and furnishings. This was an FDOT funded project and ICE was experienced on the required procedures and billing. ICE managed all communication between the architect, engineers, and general contractor to ensure the Project stayed on schedule and within budget. All communication was funneled through them to the Airport and back the to the Project Team. ICE also managed the submittal, RFI, billing, and change orders. ICE oversaw the design of the restaurant, incorporating details from the owners and approved requests from the employees to produce an efficient and productive layout while still being aesthetically pleasing. The intention was to bring community customers and visitors, not just passengers to the Airport. After the construction of the built-out was complete, the Airport will be building a playground that will have access from the restaurant. The restaurant's design effectively combined Airport's overall vision with the tenant's branding requirements. ICE provided QA/QC for the construction documents to ensure both the restaurant and Airport's specifications were met.



COMPLETION DATE: 2021
PROJECT SIZE: 3,600 SF
PROJECT COST: $500,000

KEY TEAM MEMBERS:
Karina Lanier, AAIA | Project Manager/Architecture
Doug Hambrecht, PE | Principal

CONSTRUCTION INSPECTION FOR AIRCRAFT APRON REHABILITATION AND EXPANSION | This Project included the rehabilitation of the existing apron located between Taxiway "A-3" and "A-4" as well as the expansion of new pavement to the south of "A-7". It involved milling and resurfacing 38,324 square yards of asphalt, construction of 10,374 square yards of new aircraft asphalt apron, installation of aircraft tie downs, temporary and permanent pavement markings, pavement edge lighting, grading, stormwater facilities, and sod. ICE provided a part-time Resident Project Representative (RPR) and inspection services. The RPR was responsible for inspecting construction activities, receiving materials per approved submittals, monitoring contractor activity daily, managing QA activities, coordinating construction activities with Airport

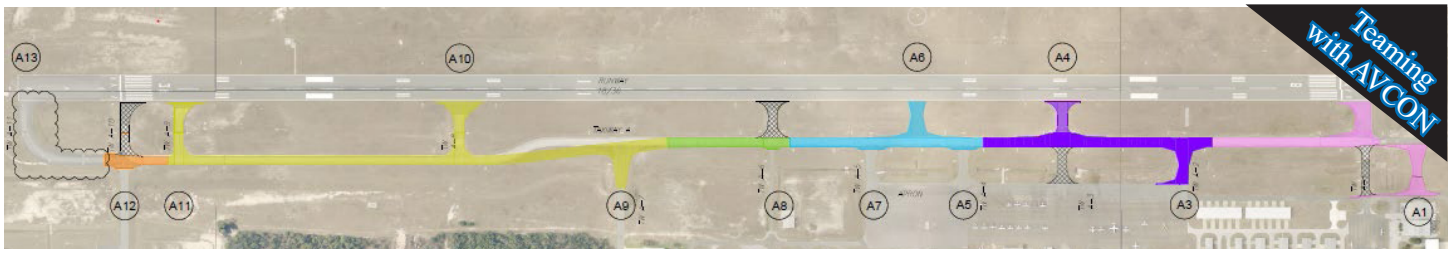
Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pt.)

Operations, conducting weekly progress meetings and maintaining the minutes, maintaining redline drawings, conducting Davis-Bacon Interviews, and ensuring contractor compliance with the Safety and Security Plan as well as the Phasing Plan and Construction Management Plan.

COMPLETION DATE: 2021
PROJECT SIZE: 48,698 SF
PROJECT COST: $1.2 Million

KEY TEAM MEMBERS:
Doug Hambrecht, PE | Project Manager
Jeff Long | Senior Inspector

TAXIWAY A REHABILITATION | This Project included milling and overlay of the existing taxiway as well as the demolition of several taxiway connectors and the construction of several new taxiway connectors. Included a re-alignment of portions of the existing taxiway as well as widening and the addition of taxiway edge lights and signage. ICE provided a full-time RPR and inspection services. The RPR was responsible for inspecting all construction activities, receiving materials per approved submittals, monitoring contractor activity daily, managing QA activities, coordinating construction activities with Airport Operations, conducting weekly progress meetings and maintaining the minutes, maintaining redline drawings, conducting Davis-Bacon Interviews, and insuring contractor compliance with the Safety and Security Plan as well as the Phasing Plan and Construction Management Plan. Services also include full construction administration to include FAA and FDOT reporting, reviewing and logging submittals and RFIs, weekly reporting to the Airport Director, issuing change orders, change directives, and information notices, monitoring DBE participation, reviewing pay requests, producing the Construction Safety and Security Plan for acceptance by the FAA, producing the Construction Management Plan, and contracting for Quality Assurance Testing. Services also included full close-out documentation. ICE worked with their current Team member, AVCON, in re-designing the airfield edge light layout. **The Project finished under budget.**



COMPLETION DATE: 2021
PROJECT SIZE: 8,000 SY
PROJECT COST: $5.3 Million

KEY TEAM MEMBERS:
Doug Hambrecht, PE | Project Manager
Hamed Jafarian, PE | Engineer
Amr Mansour, EI | Design Engineer
Sameh Maximos, PE | Engineer
Andrew Nazarkewych | Planning
Mike Allen | CAD Designer
Jeff Long | Senior Inspector

AIRFIELD PERIMETER FENCE | This Project was part of the Capital Improvement Plan (CIP) to eliminate digging under the existing fence by coyotes, gopher tortoises, and other wildlife by constructing a wildlife skirt. A 5' fence skirt was buried a minimum of 36" into the ground under the existing fence fabric and followed the 33,000' (roughly six miles) of existing fence. All swing gates were replaced with sliding gates, and a 6' concrete apron was poured under the gate to limit gaps. ICE provided the design, bidding, and construction phase services for this Project as well as FDOT and FAA grant packages, grant assurances, and closeouts. **The Project was completed on time and under budget.**

COMPLETION DATE: 2018
PROJECT SIZE: 33,000 FT
PROJECT COST: $384,400

KEY TEAM MEMBERS:
Doug Hambrecht, PE | Project Manager
Hamed Jafarian, PE | Engineer
Amr Mansour, EI | Design Engineer
Mike Allen | CAD Designer

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548

TAXIWAY "N" RECONSTRUCTION
DAYTONA BEACH INTERNATIONAL AIRPORT

COMPLETION DATE
2019

PROJECT SIZE
2.5 Miles

PROJECT COST
$14 Million

KEY TEAM MEMBERS
Doug Hambrecht, PE
Project Manger

Hamed Jafarian, PE
Project Engineer

Amr Mansour, EI
Design Engineer

Mike Allen
CAD Designer

ICE partnered with AVCON for the total reconstruction of the existing 2.5-mile-long Taxiway "N" (and Taxiway "A") with reconfigured edge of pavement geometry, paved shoulders widened from 25' to 30' in width, installation of a new storm water drainage system, and the installation of new LED taxiway edge lights. ICE performed the taxiway horizontal geometric design and layout and developing the overall construction safety and phasing plans. This included preparing preliminary layouts, construction phasing schedule, quantities, engineer's estimates, markings, phasing documents and plans, OE/AAA permit, and preparation of bid packages. The intersections were reconfigured and widened to meet AC 150/5300-13A requirements along with the paved shoulders widened from 25' to 30' in width. The existing incandescent taxiway edge lights, which were approximately 20 years old, were replaced with new LED taxiway edge lights. Work included removing failed areas of taxiway pavement and areas of pavement that no longer complied with the new airport design guidance, removing the existing incandescent taxiway edge lights, widening and reconfiguring the taxiway/taxiway intersections to comply with 13A geometry, rehabilitating the existing asphaltic concrete pavement, installing a new underdrain system at the edge of the taxiway and the paved shoulders, removing and replacing all airfield drainage pipe and catch basins. The Project was sequenced and phased to keep the airport safe and fully operational at all times during construction.

TERMINAL APRON EXPANSION
PUNTA GORDA AIRPORT

COMPLETION DATE
Design: 2017
Construction: 2018

PROJECT SIZE
8,600 SQ YD

PROJECT COST
$3 Million

KEY TEAM MEMBERS
Doug Hambrecht, PE
Project Engineer

Hamed Jafarian, PE
Aviation Engineer

Amr Mansour, EI
Design Engineer

Mike Allen
CAD Designer

ICE served as a subconsultant on this Project that provided professional engineering services to expand the aircraft parking aprons north of the existing apron due to the rapid growth of the Airport. It required three additional aircraft parking spaces for the Airbus A319/A320/A321 and 737-800 aircraft. Originally designed with a blast fence for power in-power out operations, only two positions were originally obtainable, so the Airport directed ICE to revise for straight in operation with tug push back. In total, the Project included 8,600 square yards of 15-inch PCC pavement, 2,600 square yards of macro-fiber reinforced 8-inch PCC pavement, and 3,200 square yards of flexible taxiway pavement. The overall scope for this project included field surveys, geotechnical investigation, geometric layouts, pavement design, stormwater management design and permitting, high mast light standards and electrical modifications, relocation of a pump station, blast fence design and relocation of a security fence, extension of an existing lighted passenger walkway and canopy, signage, pavement markings, bidding, and construction services.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9fa5e8 (Sent.)

WEST APRON EXPANSION & TAXIWAY REHABILITATION

DESTIN-FORT WALTON BEACH AIRPORT

This complex, $11 Million project enlarged the West Apron at VPS in order to create five additional commercial aircraft ground loading apron spaces for A319/320 and other narrow body aircraft. The spaces also serve as flexible remain overnight (RON) space for aircraft to base for early flights when all of the existing spaces with jet bridges are full or otherwise under exclusive lease by another airline. Adjacent existing asphalt apron pavement, taxiways, and vehicle parking were also rehabilitated. Significant utility relocations were performed to include gravity sewer, force main, electrical, and water service. Structural work included the construction of a steel covered walkway for passengers accessing a future terminal concourse.

ICE worked with Airport staff and the FAA to finalize apron dimensions and develop detailed site development plans including airfield pavement structural design, geometrics, markings, lighting requirements, and other aircraft support infrastructure required (tie-downs, ground points, electrical or other infrastructure for ground power units, etc.). ICE served as the lead design firm and was responsible for project management, QA/QC, airfield design, production design (CADD), environmental services, and grant and bidding services. ICE also provided construction management services for the construction phase. The following design services were provided:

TAXIWAY RECONSTRUCTION

- Replacement of existing asphalt with concrete for taxiway on west side of terminal where Taxiway "D-1" meets the apron to the northern most boundary of the apron

AIRCRAFT PARKING POSITIONS 1-5

- Apron design for ADG III aircraft
- Pavement design for airport's critical aircraft, 757
- Concrete joint design and apron markings
- Stationary ground power and pre-conditioned air units
- High mast site lighting, edge light modifications, and security cameras
- Site clearing for remote terminal
- Fence and gate relocation
- 12" water line relocation; lift station; 8" gravity, 6" force main; and lavatory cart dump

CREDIT CARD LOT

- Modification of existing parking with apron and concourse footprint
- Expansion of parking to account for new concourse
- Extension of canopy walkway
- Modification of lighting

OWNER'S REPRESENTATIVE
Chad Rogers, PE
rrogers@co.okaloosa.fl.us
(850) 651-7160 (ext.1055)

COMPLETION DATE
Design: 2019
Construction: 2020

PROJECT SIZE
20 Acres

PROJECT COST
$11 Million

KEY TEAM MEMBERS
Doug Hambrecht, PE
Project Manager

Hamed Jafarian, PE
Lead Aviation Engineer

Amr Mansour, EI
Design Engineer

Mike Allen
CAD Designer

Jeff Long
Senior Inspector

Roberto Farinas
Inspector

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (5 pgs)

PARKING LOT "B" EXPANSION
DESTIN-FORT WALTON BEACH AIRPORT

COMPLETION DATE
2020

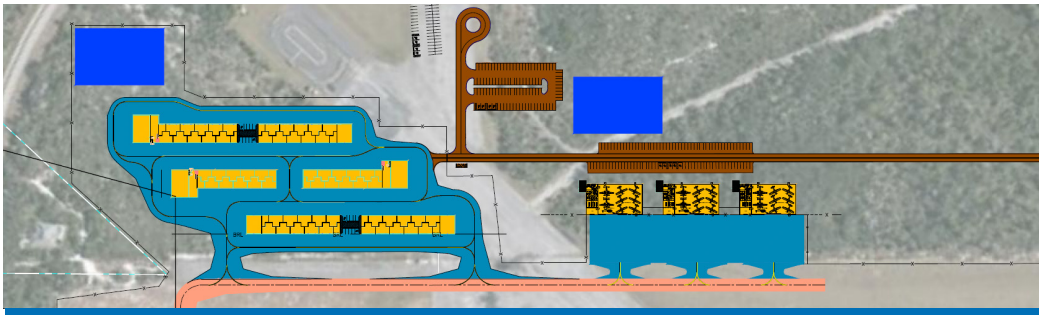
PROJECT SIZE
20,300 SQ YD

PROJECT COST
$1.7 Million

KEY TEAM MEMBERS
Doug Hambrecht, PE
Project Manager

Roberto Farinas
Inspector

ICE teamed with AVCON for this Project that expanded surface lot parking on the west side of the Airport in conjunction with other passenger capacity expansion projects to meet demand and ensure employees have adequate parking during peak travel periods. The construction was funded through a Supplemental Joint Participation Agreement with the FDOT and included construction of a 506-space parking lot. The scope consisted of grubbing, construction of subgrade improvements, base material and asphalt, pavement markings, concrete curb and sidewalk, grading, storm improvements, and site lighting and security camera improvements. AVCON performed the design. ICE was responsible for the construction inspection services and provided a full-time Resident Project Representative (RPR).



T-HANGARS, BOX HANGARS, AND ACCESS TAXIWAY DEVELOPMENT
VALKARIA AIRPORT

COMPLETION DATE
Design: 2021
Construction (Phased): 2022-2024 (est.)

PROJECT SIZE
T-Hangars: 16,500 SQ FT
Box Hangars: 12,000 SQ FT
Total Buildings: 15,450 SQ FT

PROJECT COST
$24 Million

KEY TEAM MEMBERS
Karina Lainer, AAIA
Project Manager/Architecture

Doug Hambrecht, PE
Principal

Hamed Jafarian, PE
Operational Manager

Amr Mansour, EI
Design Engineer

Mike Allen
CAD Designer

Bob Anderson, AIA
Architecture

Andrew Nazarkewych
Planning

ICE is leading the design for a significant project development consisting of three, 24-unit nested T-Hangar buildings with attached box end hangars as well as three separate bulk hangars to be located off the north end of Runway 14 at the Valkaria Airport. The complete site development, including taxiways, roadway drainage and utilities, includes preparing civil site design drawings, technical specifications, and schematic drawings. The ICE Team will also develop the Construction Documents package for use in bidding and permitting the Project. The design includes six buildings that are 10 T-Hangars each totalling 12,000 square feet. The three small box hangar end units are 2,500 square feet each and the three large box hangars are 6,000 square feet each. The three bulk hangars will each be 90 feet by 130 feet and include 100-foot-wide bi-fold doors. The building footprint will total approximately 15,450 square feet, including 12,000 square feet of box hangars and 3,000 square feet of office and support space, and a workshop space of 450 square feet.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pgs)

TAXIWAYS "C", "D", AND "E"

SEBASTIAN MUNICIPAL AIRPORT

TAXIWAY "C" | ICE provided engineering and construction management services for a new parallel taxiway on the north side of Runway 5-23 designated as Taxiway "C". Previously, aircraft entering or exiting the Runway 5 threshold were required to cross active runways three times when taxiing from the busy tenant area near the airport's administration building; this project rectified the issue to make it a safer operating environment for all aircraft operators. All taxiways associated with this project were upgraded to the new design standards in FAA Advisory Circular 150/5300-13A, which included the new fillet geometry and direct access to aprons from the runway.

Major components of the design project included:

- Geometric Design
- Aircraft Run-up Aprons
- Removal of Taxiway Pavement
- Stormwater Ponds and Relocation of Existing Infield Drainage
- Environmental Resource Permit from SJRWMD
- Airfield Guide Signs (Entire Airport)
- Airfield Marking

TAXIWAYS "D" AND "E" | ICE provided engineering services for this project which involved adding taxiways to further assist in facilitating traffic movement at X26. These are Taxiway "D" to the south of Runway 5-23 and Taxiway "E" to the south of Runway 10-28. These taxiways were designed to move aircraft safely from the runway intersection crossing point to a crossing at the runway thresholds. All taxiways were designed to ADG II standards (35' width). It was the intent of the airport and the FAA to construct the project in multiple phases to match available funding. ICE provided full, signed and sealed drawings, specifications, and permit documents.

For the Taxiways "C", "D", and "E" projects discussed above at the Sebastian Municipal Airport, ICE and the City of Sebastian met with the FAA several times to illustrate the capacity needs and the safety improvements this project provided. This upfront coordination during visits to Orlando led to a **grant award in excess of $4,200,000 for the City**.

OWNER'S REPRESENTATIVE
Scott Baker
rbaker@cityofsebastian.org
(772) 228-7013

COMPLETION DATES
Taxiway "C"
Design: 2019
Construction: 2019

Taxiway "D" and "E"
Design: 2017
Construction: 2019

PROJECT SIZES
Taxiway "C": 3,900 feet
Taxiway "D": 1,300 feet
Taxiway "E": 1,800 feet

PROJECT COST
$3.95 Million (Combined)

KEY TEAM MEMBERS
Doug Hambrecht, PE
Project Manager

Hamed Jafarian, PE
Aviation Engineer

Amr Mansour, EI
Design Engineer

Andrew Nazarkewych
Planning

Jeff Long
Senior Inspector

Mike Allen
CAD Designer

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pgs.)

PROJECT APPROACH

PROJECT APPROACH BASICS

Several key procedures will be performed to successfully coordinate individual airport improvement projects assigned throughout the life of the Airfield Design Consultant Contract:

- A design schedule developed and implemented which will provide continuity between project elements and the tasks to be performed by subconsultants.
- The pre-design field work (such as survey, geotechnical, and pavement evaluation) scheduled for minimum impact to airport operations.
- An accurate and thorough set of construction plans and technical specifications produced to eliminate any ambiguities during construction and, thereby, to stay within the construction budget and schedule.
- A detailed construction phasing and sequence plan to effectively minimize downtime at the Airport while providing the maximum flexibility in construction to maintain the project on schedule.
- A competent Resident Inspector and quality assurance testing subconsultant, to ensure a high-quality construction product, which will be completed well within the contract schedule and budget.

The methodology to administer an airport project begins at the planning stage. The ICE Team is more than adequately equipped to administer the early stages of project development to assist clients with the various up-front efforts required before being under contract for design. These services include:

- Financial (FAA AIP Applications, FDOT JACIP, Benefit Cost Studies and Cost Estimates);
- Aviation Planning (Compatibility with airport layout plan (ALP), airspace impacts and alternatives analysis);
- Public Involvement (agencies, tenants, and community);
- Environmental Impacts (Estimate Wetlands, Endangered Species, Mitigation, and Permitting);
- Architectural considerations (Code reviews, NFPA requirements, Land Use and tenant needs);
- Engineering Constraints (utilities, stormwater implications and impacts to operations);
- Preliminary Layouts and Exhibits; and
- Data Collection (site visit, acquire as-builts).

Most important are upfront discussions with City staff to listen and understand the project's needs and intended goals. A detailed project narrative is developed for use in obtaining necessary approvals moving forward. As a partner to the City of Ocala, ICE will ensure a solid foundation for future scoping and project viability.

PROJECT RESOURCES

Project Management | ICE's service to the Airport over this Contract begins and ends with how well the Project Manager supports the City. As the primary point of contact, this individual must make themselves available to attend an onsite meeting and quickly respond with an answer to any question the City may have regarding their airport. A good client-oriented firm like ICE needs to have this mentality regardless of upfront costs or a contract in place. The commitment ICE makes to the Airport and the City of Ocala is to provide this highly qualified, responsive Project Manager that can assist with any issue that arises, regardless of the nature, complexity, or his schedule.

Our Project Manager (PM) is an experienced aviation professional with 27 years of design and construction project on airports. He uniquely fits all the qualifications listed above and has a strong sense of responsibility

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e8e (5 pt.)

towards project delivery and accuracy. He has been working for Ocala International Airport for 10 years (5 with a previous firm) where he has assisted in grants, engineering plans, planning layouts, ALP updates, and daily airport consultation. He looks forward to continuing this relationship with Ocala and the ICE Team.

The approach for completing the services required for this contract necessitates a highly qualified Team, which we have assembled. From experience we know frequent communication and coordination with the owner is essential. Our approach begins and ends with solid Project Management. Elements of Project Management to be performed by our PM and other discipline managers working as support will be:

Contract Management – Involving the internal management of the contract including general project bookkeeping, cost tracking, billing, filing, record keeping and contract coordination with project subconsultants. The PM will maintain and monitor project schedules to ensure critical milestones are met by the design team.

Meetings – The PM will attend all submittal review meetings, meetings where critical items are discussed and coordinated, be present or administer meetings with FAA, utilities, permitting agencies, tenants, operations, and other affected parties.

Financial – During design and construction, track all costs related to the project and maintain a spreadsheet of expenses. Have accurate budget information and ensure the design is performed in accordance with the Airport's available funds or advise the owner of potential overruns early in the process so adjustments in scope can be made.

Coordination – Be readily available to the design team, coordinate review and regulatory agency approvals, and schedule and administer design team meetings. Keep the airport apprised of the work progress, schedule, and anticipated review dates by means of phone calls, emails or progress reports.

Production – A key component independent of the Quality Control process is to ensure the overall design is consistent with the airports desired objectives. Review all plans, reports, minutes, schematics, and calculations to ensure these objectives are met.

Administer Construction – Stay involved during construction to ensure not only the technical requirements are met, but make sure the intent and desired functions are realized. Too often attention is deflected once the design is complete. We make sure all the documentation is in place, the schedule is upheld, and costs are controlled.

Closeout – Have impeccable files to facilitate closeout reporting and permit closeouts.

Our goal for the General Consulting role and for each individual assignment, large or small, is to be actively engaged with Matt Grow and Mike Baker so that we function as an integral component of the organization and an extension of the City staff. Our approach is all inclusive: all Team members understanding the objectives with a vital stake in the project's success.

IN-HOUSE DISCIPLINES

Engineers | ICE has many engineers dedicated to aviation. They are highly experienced with all aspects of airport design and the regulations associated with the FAA Advisory Circulars. Every day they produce plans consistent with proper airfield geometry, safety areas, airfield marking and grading. They understand the Ocala International Airport environment from the types of aircraft they serve, the tenant needs, Sheltair's operation, the role of each of the airport's runways (18-36 and 8-26), and the FAA tower requirements. The goal is to provide a complete set of plans and specifications that cover all scenarios and free from errors, omissions, and ambiguities. Also, to utilize our resources to produce accurate cost estimates for budgetary purposes, even in today's supply chain and product shortage uncertain environment.

Architects | ICE is one of the few Florida firms with specialized aviation architecture capabilities in house. This has proven to be extremely beneficial to our clients, and more specifically for OCF when evaluating terminal concepts, hangar placement, and the interior design of the new restaurant. Karina Lanier was part of the design team for the design for the existing terminal building and knows the facility inside out. The advantage to OCF is clear when providing day-to-day consulting advice and solutions.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e8e (5 pt.)

Planners | Aviation planning is an in-house service that ICE retains. It has proved extremely beneficial to the airport when evaluating proposed development options. Many opportunities for growth and land leases are available to the airport. ICE has been instrumental in assisting the airport through the last few years with evaluating impressive plans for westside development with the future growth of the area, equine transport, commercial service, intermodal shipping and cargo. Also, tenants for new T-Hangars and corporate hangars see the opportunities the region has and are increasingly interested in basing their aircraft and businesses. ICE hopes to continue this partnership and see this potential materialize.

ICE and Airport planning document for west side development considering cargo, intermodal, north T-Hangars, and commercial service.

Construction Inspection | An integral part of our services is seeing the project through completion. ICE takes the same active role from the completion of the deign through bidding, and into construction. Our experienced construction inspectors and construction management staff have worked very closely with the City's construction staff on the Taxiway "A" construction project and the main apron rehabilitation and inspection. Taxiway "A" required significant coordination with airport operations for closures of the taxiway and runway to provide safe movement of aircraft and tenant access to runways. This year-long project required complete commitment of ICE staff and management to produce a successful project that only highly experienced aviation construction personnel could have accomplished. Our goal is to continue the heavily involvement and support until that element of the construction project is complete and grants are closed successfully with funding agencies.

Environmental Services | The ICE Team has the ability to conduct all applicable environmental studies and prepare all appropriate documentation in accordance with the National Environmental Policy Act (NEPA). Appropriate documentation includes the preparation of Environmental Assessments (EA), Categorical Exclusions (CatEx), or Environmental Impact Statements (EIS) that are in accordance with the Federal Aviation Administration (FAA) Orders 5050.4 and 1050.1. These orders provide instructions and guidance regarding NEPA compliance associated with federal actions involving the use of public airports. Project scoping consists of determining the appropriate level of documentation needed for the assigned project. The ICE team would conduct all environmental technical studies and agency coordination needed to determine and complete NEPA documentations. This includes, but is not limited to protected species assessments, wetland delineations, and cultural resource investigations. For projects resulting in major federal actions that do not qualify as a CatEx, an EA will most likely be required to determine if the action will result in significant impacts. The overall process is similar but will require additional documentation and analysis to determine potential impacts on the numerous environmental and human resources. Actions that normally require an EA are documented in 1050.1E, 401 and include new land acquisitions greater than three acres and federal funding for new/major runway extensions.

IN-HOUSE TECHNICAL SUPPORT

CAD Designers | ICE employs an adequate number of computer aided drafting tools for production support. They have AutoCAD and Civil 3D software that allow them to produce clear sets of drawings for construction and planning documents. Having an experienced group of these technical experts in-house will allow ICE to respond to OCF's needs and meet schedules.

Specialty Subconsultants | ICE will heavily utilize the services of one of the most well-respected firms in Florida, AVCON Inc. They have been a major partner with ICE for many years and have performed well on past assignments at the Airport. AVCON was asked to review and revise the electrical lighting layout for the construction of Taxiway "A" due to some discrepancies in the plans. In less than two weeks, a new design was turned that was accurate and saved money. ICE will also utilize AVCON's technical capabilities for engineering design support and planning. They will continue to be an integral part of the team.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pt.)

WILLINGNESS TO MEET TIME AND BUDGET

APPROACH TO MANAGING BUDGET

Since all members of our Team have worked at OCF for several years, we understand the City's needs and the funding needed for their capital projects. During design, the team will be proactive in seeking ways to reduce project costs. This translates to our professional fees as well. ICE's expertise in the aviation discipline allows work within set scope parameters, maximizing efficiency and limit costly redesigns. Because repeat business is so critical to the firm, requesting supplemental fees is avoided whenever possible.

- Listen to the client and understand their needs;
- Estimate a realistic budget based on actual bids (baseline) with contingency,
- Perform early coordination with building departments and regulatory agencies;
- Using existing data and record documents;
- Perform extensive field verification of exist conditions;
- Detailed depiction of underground utilities;
- Utilizing proven solutions in order to simplify the design
- Adhering to scope of work to minimize scope creep;
- Involve experienced and qualified staff who can produce cost-effective designs.

The team will conduct weekly internal progress meetings and perform monthly project reviews to monitor schedules and budgets to identify and resolve project issues early to avoid delays. Detailed cost estimates will be updated regularly and with each design phase submittal. In-depth quality control reviews and constructability reviews will be performed to identify potential discrepancies that can lead to costly change orders. In addition to reviewing the plans, these reviews also encompass contract language and specifications to check for discrepancies and conflicts that a contractor may attempt to take advantage of.

The selected firm for this Contract must be good stewards of the Airport funds. ICE will take the extra effort to find solutions that are more economical without sacrificing quality. Since the ICE staff have been working at OCF for many years, we have records of as-built conditions that date back many years. The is extremely helpful in eliminating unknowns. Frequently, the quality control component of a project often does not recognize missing information that could be available from airport records or subsurface utility efforts, thus going undetected. The ICE Team has a strong background in construction, so elements of constructability, contractor access, staging and work areas, and project phasing can have strong, positive implications on a lower cost.

APPROACH TO MANAGING TIME

The Team understands and realizes that delays in the schedule have an adverse effect on project airport finances and grant funding. Projects that are late could miss FDOT and FAA fiscal year deadlines and be subject to loss of grant funds. Projects that exceed the allotted schedule also cost more in additional administrative costs for the airport staff. This is a drain on the valuable resources to the City.

For each project undertaken by the team, they will prepare a detailed schedule for the client's review and approval. This schedule will highlight critical path items and major work areas, including a breakdown of the sub tasks and corresponding time lines and manpower required to complete the work. Also, included in the schedule is the proper allocation of adequate Quality Control time in advance of each submittal.

Weekly meetings are held with the entire project team, including subconsultants, to evaluate how the design is progressing and determine if the project is on track to meet the deadline or milestone set out in the schedule. If it is determined the project is behind schedule, sufficient additional resources will be made available until the project gets back on track. The key to effective schedule management is understanding where the project currently is, what is left to do, how long it will take, and what resources are needed. This can be accomplished by the Team's experienced Project Managers and engineers who all have a minimum of 20+ years of aviation design experience.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e8e (5 pgs)

Tracking of the project schedule will be the responsibility of the PM who will look at production and evaluate where the project is on a level of completion scale. In the event a component of the production falls behind, a recovery plan will be discussed to ensure the project remains on track. This recovery plan could involve adding staff or working extra hours to get back on track. The schedule update will be provided to the airport staff on a monthly basis during the design phases of the project, along with a narrative report on the progress of work. Permits are applied for early and adequate float time allotted for agency review and questions. The PM will schedule frequent meetings with subconsultants to stay abreast of their progress. Incremental submittals are made by the subconsultant Team members during the course of a design phase to gauge their progress and similarly come up with a plan for recovery if viewed to be behind schedule.

ICE's management of schedule was evident with the Taxiway "A" construction project. With multiple phases requiring different closures of sections of pavement, extreme importance was placed on holding the contractor to that timeframe. This included discussions on staffing and scheduling during our weekly calls with constant tracking of time elapsed with contract time. Our efforts and documentation were used to hold the contractor to these durations and assess liquated damages for periods when they fell short.

GRANT MANAGEMENT APPROACH

In the past, ICE has been integrally involved in conversations and communication with the FAA and FDOT as it relates to proposed developments, eligibility, and funding. Helping OCF obtain funds is an important function of the ICE consulting Team. ICE staff has been serving General Aviation and small to medium-sized commercial service airports for numerous years. Grant application assistance is an upfront, non-reimbursable service that ICE provides to their clients. Management of the grant, tracking the funds, and ensuring grant compliance is typical with all projects. For aviation projects in Florida, the typical sources of project funding are through FAA and/or FDOT grants. ICE has established outstanding relationships with FAA and FDOT staff, most importantly with the representatives of Ocala International Airport, Joe Jerkins (FDOT), Allison McCuddy (FDOT), and Jennifer Ganley (FAA). They trust the Team to properly formulate grants, adhere to grant assurances, deliver timely reporting, and expeditiously close out grants. ICE staff has experience working with the Florida Aviation Database and with the Joint Automated Capital Improvement Program (JACIP). These programs are integrated with FDOT to show project costs and the 5-year capital improvement plan.

The FAA Orlando Airports District Office and the Florida Department of Transportation work closely and share funding on grants, however, the processes they follow is different. For example, FDOT will fund a project based on estimates, however, FAA only funds projects based on hard bids. The FAA will not participate in most projects that are revenue-producing, while FDOT will. Also, certain elements of a single project could be eligible for full funding and others eligible for funding at a lower participation, or none at all. This situation must be managed closely to ensure proper utilization of the grant funding and proper tracking of construction costs.

The grant application is an important first step in securing the funds. In addition to filling out the 424 application form, ICE staff will:

- Write cover letter
- Generate Project Sketches
- Prepare Cost Estimates
- Project Narrative
- Environmental Checklists
- Schedules
- Perform Eligibility Computations
- Sponsor Certifications
- Bid Tabulations (for Construction)

During design and construction, ICE staff ensure the proper procedures are followed for grant compliance. The FDOT requires copies of contracts, signed and sealed drawings, and engineer's certifications. The FAA requires a copy of the plans and specifications. During construction, both agencies want to review change orders with backup information, photos, and justification. For closeout, the ICE Team has their own procedure for compiling file documentation that includes documentation required by both agencies and useful information for the airport staff. This information is provided in a book form and a PDF.

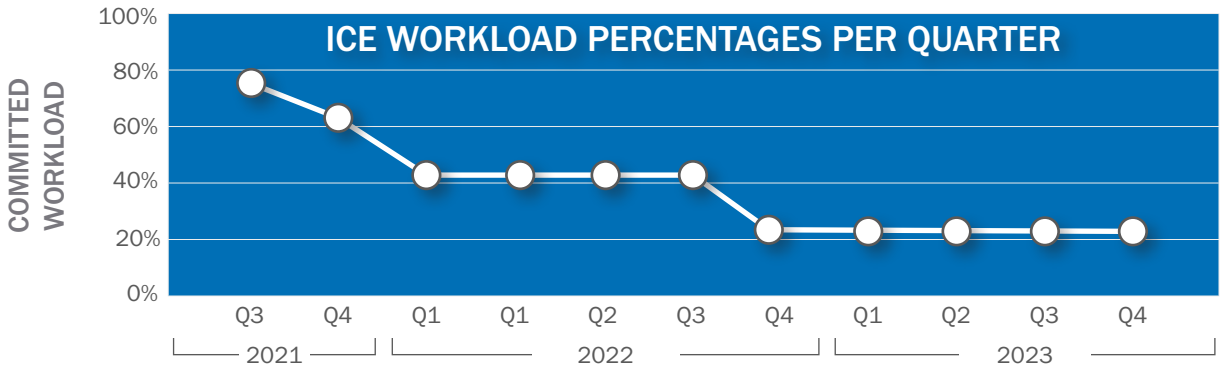
Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f65e8 (5 pt.)

4 Recent, Current, and Projected Workloads of the Firm

Serving as a current aviation consultant for the City, the ICE Team has the understanding and experience of delivering timely projects and services under the Contract. We have conducted an evaluation of our Team's current and projected workload and the availability of the proposed personnel to confidently commit these professionals for the Contract duration. **Our current assignments will not reduce or impact our capabilities to provide the required services provided to the City.** We have reviewed the five-year CIP for the Airport and are extremely confident the ICE Team has sufficient resources and capabilities to allocate to this important Contract.

WORKLOADS

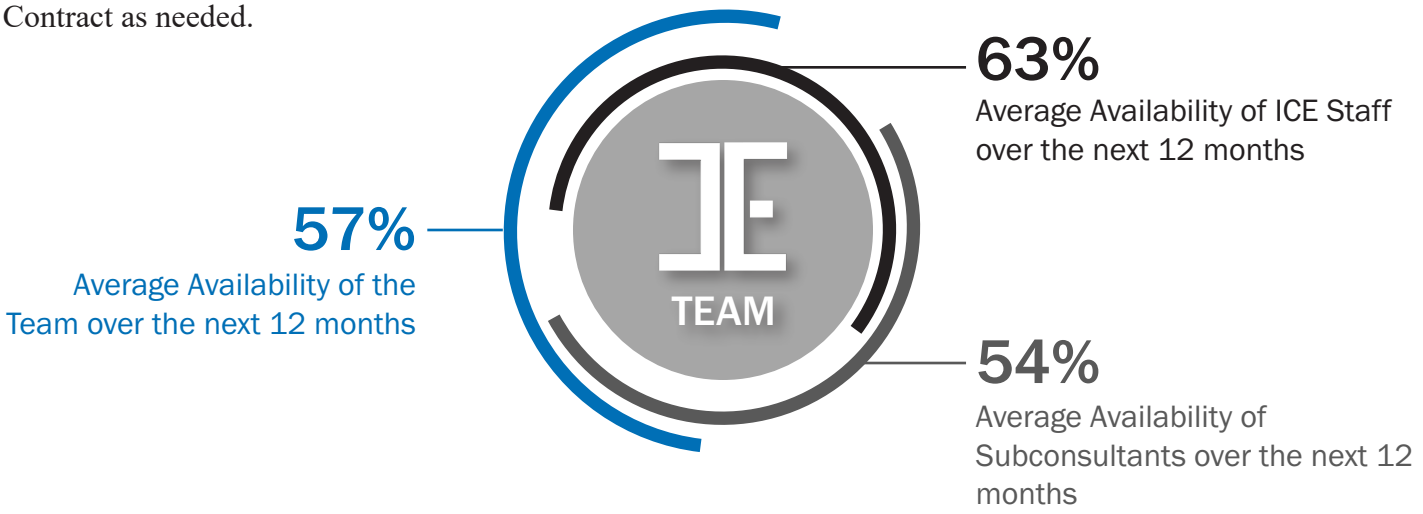
The graphical representation below exhibits ICE's recent closeouts, current workload, and projected commitments for our Florida aviation clients. The backlog illustrates a decrease in our awarded projects over the next 12 months allowing our Team the necessary availability to successfully complete any task orders assigned from the City.



Some of the recent completed projects were the Airport Restaurant Design and Construction for the City of Ocala, CONRAC Facilities Refurbishment for Okaloosa County, and Hangar D Design for City of Sebastian. ICE is currently working on the Runway 18-36 Crack Repair, Seal, & Restripe for the Airport which is estimated to be completed in 2022.

AVAILABILITY

ICE is committed to prioritizing the City and continuing to serve as an extension of your staff. All team members were selected based on the current and projected workloads to ensure proper staffing for each discipline and will be dedicated to this Contract. We have the **immediate availability, resource depth, and capacity** required to expedite work in order to meet tight project and grant funding schedules. In addition to our proposed team, ICE has a deep pool of technical and support professionals working throughout Florida that can be allocated to this Contract as needed.



Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Sent.)

INFRCON-01 MGOODWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1000009384
Hub International Carolinas
1330 Lady Street
Columbia, SC 29201

CONTACT NAME: Michelle Goodwin
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: Michelle.Goodwin@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Hartford Ins Co of the Midwest	37478
INSURER C : Hartford Casualty Insurance Company	29424
INSURER D : Hartford Insurance Company of SE	38261
INSURER E : Travelers Casualty and Surety Company	19038
INSURER F :	

INSURED
Infrastructure Consulting & Engineering, PLLC
& ICE of Carolinas PLLC
1021 Briargate Circle
Columbia, SC 29210

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			22UUNOL5136	9/6/2021	9/6/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY							
	X ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS			22UENOL5164	9/6/2021	9/6/2022	BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE			22RHUOL5165	9/6/2021	9/6/2022	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A		22WBOL6H1R	9/6/2021	9/6/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Prof Liability			107504031	9/6/2021	9/6/2022	Each Claim	1,000,000
E	Prof Liability			107504031	9/6/2021	9/6/2022	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

FOR INFORMATION ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

July 29, 2021

Doug Hambrecht, Vice President-Florida Aviation
INFRASTRUCTURE CONSULTING & ENGINEERING, PLLC, LLC
5550 Idlewild Avenue, Suite 102
Tampa, Florida 33634

Dear Mr. Hambrecht:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.1 - Major Bridge Design - Concrete
- 4.2.2 - Major Bridge Design - Steel

Group 5 - Bridge Inspection

- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design
- 6.3.2 - Intelligent Transportation Systems Implementation

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 10 - Construction Engineering Inspection

10.1 - Roadway Construction Engineering Inspection
10.3 - Construction Materials Inspection
10.4 - Minor Bridge & Miscellaneous Structures CEI
10.5.1 - Major Bridge CEI - Concrete
10.5.2 - Major Bridge CEI - Steel

Group 13 - Planning

13.5 - Subarea/Corridor Planning

Group 14 - Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2022, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
172.41%	157.56%	0.274%	Reimbursed	No	11.60%	10.71%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

Safety, Mobility, Innovation
www.fdot.gov

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE)

Certificate of Eligibility

BLUE WING ENVIRONMENTAL LLC
MEETS THE REQUIREMENTS OF 49 CFR, PART 26
APPROVED NAICS CODES:
541620

Samuel Febres

Samuel Febres (Sammy)
DBE & Small Business Development Manager
Florida Department of Transportation

Florida UCP DBE Directory

Number of Records Returned: 1
Selection Criteria:
Vendor : CAL-TECH TESTING INC

Vendor Name: CAL-TECH TESTING INC
DBE Certification:CERTIFIED **MBE Certification:** Certified
DBA: **Former Name:**
Business Description: LABORATORY TESTING SERVICES, UNDERGROUND MODIFICATIONS- SINKHOLE, SOIL STABILIZATION, CEMENT, CHEMICAL, POLYURTHANE AND VOID GROUTING

Mailing Address:3309 SW SR-247
LAKE CITY, FL 32024-

Contact Name: ABBY STALVEY **Phone:** (386) 755-3633 **Fax:** (386) 752-5456
Email: ASTALVEY@CALTECHTESTING.COM
ACDBE Status:N
Statewide Availability: Y

Certified NAICS
238990 All Other Specialty Trade Contractors
541380 Testing Laboratories

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (Sent.)

DOUG HAMBRECHT, PE

Project Manager

Mr. Hambrecht has been providing consulting services for clients at both commercial service and general aviation airports since 1995. His extensive experience includes all aspects of aviation design and construction consulting services as well as an in-depth knowledge of FAA funding approval process, airport development alternatives and studies, and a unique perspective of knowing what it takes to get airport projects completed successfully from start to finish. His aviation design experience includes taxiway and runway rehabilitation, apron expansions, shade hangar and T-hangar design and improvements, perimeter fencing, parking lot reconfiguration, rental car facility development, fuel farm and security improvements, and entrance and access road improvements. Mr. Hambrecht is focused on quality and accuracy of the delivered product.

Mr. Hambrecht has served as the Project Manager on ICE's current aviation contract for the City of Ocala since 2017. He brings a thorough understanding of the City's preferences and established working relationships with Airport staff. This knowledge allows him to bring continuity and streamlined efficiencies to the next iteration of this Contract.

EDUCATION:
BS, Civil Engineering, State University of New York at Buffalo (1995)
AAS, Aerospace Technology, Farmingdale State College (1989)

EXPERIENCE:
Career: 1995 – Present
ICE: 2015 – Present

REGISTRATION:
Professional Engineer:
FL #57145
AL#38751-E
SC #20227
GA #PE041061

CERTIFICATIONS:
- FDOT Statewide Pavement Management Courses – Airfield Pavement Distress Repair
- Airfield Pavement Inspection Training
- University of Wisconsin Pavement Maintenance and Repair Certification

Current Aviation and Airport GC Contracts

City of Ocala	City of St. Petersburg	Citrus County
City of Everglades	Brevard County	Okaloosa County
City of Sebastian	Collier County	Volusia County

EXPERIENCE:

Taxiway "A" Rehabilitation, Ocala International Airport – Ocala, FL | Mr. Hambrecht served as the Project Manager for the construction of the rehabilitation of the airport's only parallel taxiway to the primary runway. It included the milling and overlay of the existing taxiway as well as the demolition of several taxiway connectors and the construction of several new taxiway connectors. Also included a re-alignment of portions of the existing taxiway as well as widening. New taxiway edge lights and taxiway signage were provided. Mr. Hambrecht responsibilities involved full construction administration to include FAA and FDOT reporting, reviewing and responding to submittals and RFIs, weekly reporting to the Airport Director, issuing change orders, change directives, and information notices, monitoring DBE participation, reviewing pay requests, producing the construction safety and security plan for acceptance by the FAA, producing the Construction Management Plan, quality assurance test results and close out documentation.

Airfield Perimeter Fence, Ocala International Airport – Marion County, FL | This Project was part of the Capital Improvement Plan (CIP) for the City of Ocala and the Ocala International Airport. The purpose of this project was to eliminate digging under the existing fence by coyotes, gopher tortoises, and other wildlife by constructing a wildlife skirt. A 5' fence skirt was buried a minimum of 36" into the ground under the existing fence fabric and followed the 33,000' (roughly six miles) of existing fence. All swing gates were replaced with sliding gates, and a 6" concrete apron was poured under the gate to limit gaps. Mr. Hambrecht served as the Project Manager and oversaw the design, bidding, and construction phase services for this Project. In addition, FDOT and FAA grant packages, grant assurances, and closeouts were provided by ICE.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pt.)

Doug Hambrecht, PE | Project Manager

GA Terminal Parking Lot, Ocala International Airport – City of Ocala, FL | As the Client Manager, Mr. Hambrecht was responsible for the design of a 144-space, 60,000-square-foot parking lot as the first phase of a proposed General Aviation terminal expansion program. Project included the undergrounding of overhead utilities, regional stormwater conveyance, landscaping, site lighting and prepared FAA grant applications.

Taxiway "N" Reconstruction, Daytona Beach International Airport – Daytona Beach, FL | ICE served as a subconsultant on this project which consisted of the total reconstruction of the existing 2.5-mile-long Taxiway "N" (and Taxiway "A") with reconfigured edge of pavement geometry, paved shoulders widened from 25' to 30' in width, installation of a new storm water drainage system, and the installation of new LED taxiway edge lights. Mr. Hambrecht was responsible for overseeing the taxiway horizontal geometric design and layout and the development of the overall construction safety and phasing plans for the project.

West Apron Expansion, Destin-Fort Walton Beach Airport – Okaloosa County, FL | This project consisted of enlarging the West Apron to create five additional commercial aircraft ground loading apron spaces for A319/320 and other narrow body aircraft. The spaces also serve as remain overnight (RON) space for aircraft to base for early flights when all of the existing spaces with jet bridges are full or otherwise under exclusive lease by another airline. Mr. Hambrecht served as the Project Manager, worked with airport staff and the FAA to finalize apron dimensions, and developed detailed site development plans including airfield pavement structural design, geometrics, markings, lighting requirements, and other aircraft support infrastructure required (tie-downs, ground points, electrical or other infrastructure for ground power units, etc.). He was responsible for overseeing QA/QC, airfield design, production design (CADD), environmental services, and grant and bidding services as well as construction management during the construction phase.

Shade Hangar, Sebastian Municipal Airport – Sebastian, FL | Serving as Project Manager, Mr. Hambrecht provided performance specifications for a system meeting the airport's desire to be competitively bid. He was also responsible for administering the bidding process. The City of Sebastian and the Sebastian Municipal Airport wanted shade hangars for the west side of the airport. These hangars consist of column(s) support to a roof truss system which stretches and supports a type of polypropylene fabric covering. ICE provided performance specifications for a system meeting the airport's desire to be competitively bid. An in-depth design for the grading, drainage, and permitting of the site was required, as well as obtaining water management permits. The Airport desired a total of 14 shade hangars including 12 units for single engine type aircraft and two larger units for twin engine airplanes.

T-Hangar Replacement, Sarasota Bradenton International Airport – Sarasota, FL | Mr. Hambrecht served as the Project Manager responsible for overall project management including design, construction plans, and construction phase services for the replacement of several T-Hangar buildings, including J-4 and J-5. The clear door width for the set of buildings was 41.5' x 12'. Each building is a standard (stacked) configuration consisting of 14 units (28 total). Also included in this project were two larger hangar buildings (J-7 and J-8) to the south of Taxiway "F". The clear door width for these buildings will be wider than J-4 and J-5 at 47.5' x 14'. Special, larger end units were designed on each of the two buildings with a clear door width of 51' x 16'. At this width, J-7 can accommodate 12 units and J-8 can accommodate 15, both with a nested configuration. Site work consisted of the removal of the asphalt pads under the Port-a-Port buildings, new drainage pipes, and the relocation of the taxilanes to line up with the new doors. On the buildings, manufactured by Erect-a-Tube, ridge vents were provided for air circulation, exterior building mounted LED lights were provided for taxilane illumination, and door types were bifold type.

Entrance Road and Parking Lots Reconfiguration Project, St. Pete-Clearwater International Airport – Clearwater, FL | Mr. Hambrecht served as a Senior Project Manager at ICE for the design assistance and phasing plans for the reconfiguration and realignment of the existing ¾-mile-long entrance road and the reconfiguration and expansion of the existing parking lots at PIE. The pending realignment of the major access roadway to the airport (Roosevelt Boulevard) and the explosive growth in number of passengers flying in and out of PIE were the driving forces behind this project. As a subconsultant, ICE performed the preliminary entrance roadway/parking lots geometric design and layout, quality control reviews, and developed the overall construction

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Count.)

sequencing plans for the project to ensure continuous vehicular access to the terminal and parking areas with safe routes for pedestrians from the parking lots to the terminal building during construction. The project work included constructing new roadway and 68,000 square yards of parking lot pavement, rehabilitating the existing road, replacing the entire stormwater drainage system, constructing new concrete curb and sidewalk, installing new high mast LED streetlights, relocating and reinstalling overhead roadway information signs, and sequencing the work to keep the existing roads, parking lots, and terminal building operational, safe, and accessible during construction.

Taxiways "C", "D", and "E", Sebastian Municipal Airport – Sebastian, FL | Mr. Hambrecht served as the Project Manager for the design of several new parallel taxiways to enhance safety at this uncontrolled airport. Several new taxiways were designed to limit the number of runway crossings, decrease the chances of an incursion, and provide a safer route for taxiing aircraft. A full-length parallel Taxiway "C" to Runway 5-23 on the north side is to be constructed with a partial parallel (Taxiway "D") on the south side. Included will be Taxiway "E", a partial parallel taxiway to Runway 10-28 along the south side to move the main GA traffic to the runways. All work was designed in accordance with the 13A Advisory Circular geometry requirements. Stormwater design was performed to minimize ponds by sheet flowing runoff for treatment 62-330.449 F.A.C. and permits through the Water Management District. Airfield signage, pavement design, pavement marking, and a Construction Safety and Phasing Plan (CSPP) were prepared.

Apron Design, Punta Gorda Airport – Punta Gorda, FL | Mr. Hambrecht served as the Project Manager for the design of the expansion of the aircraft parking aprons at the Punta Gorda Airport which is experiencing rapid growth with Allegiant Air. The project scope included professional engineering services to expand the aircraft parking aprons north of the existing apron to add three additional aircraft parking spaces for the Airbus A319/A320/A321 and 737-800 aircraft. Originally designed with a blast fence for power-in power-out operations, only two positions were originally obtainable, so the airport directed ICE to revise for straight in operation with tug push back. The apron consists of a combination of asphalt and concrete in varying thicknesses for taxiway (4" asphalt/ 14" limerock), aircraft parking (15" concrete 6" recycled conc. base), and ground service equipment (concrete 6" recycled conc. base). Drainage was accomplished by the use of trench drains outfalling to a pipe network and then to a retention pond. These positions were remote from the terminal, requiring a covered walkway to all three positions.

VHB Metropolitan Airport Systems Study, Mobile Downtown Airport – Mobile, AL | Mr. Hambrecht served as a project engineer responsible for providing rough order of magnitude cost estimating services for this project that consisted of determining if it is cost effective to have commercial air services at Mobile Downtown Airport and evaluated if changing the roles of the Mobile Regional Airport and the Mobile Downtown Airport will provide better air service options in the future. Careful consideration was made as to how a role change would affect economic development coupled with known major infrastructure projects on and around the airports. It was also determined if the potential future economic impacts and regional benefits of adding St. Elmo Airport under the ownership and operation of the Airport is beneficial to BFM.

Aerostar Simulator and Hangar Improvements, Kissimmee Gateway Airport – Kissimmee, FL | Mr. Hambrecht served as Project Manager and worked closely with Quantem FBO Group to assist in the planning of hangar improvements to suit the needs of a future tenant. The tenant, Aerostar Training Services, desired to build a flight training campus which included major renovations to an existing hangar. Interior modifications to the existing hangar included a full height dividing wall to separate maintenance operations with aircraft simulators. The planning work and conceptual renderings of the ultimate buildout were exclusively performed by ICE.

Terminal Apron Rehabilitation (Gates 7-10), St. Pete-Clearwater International Airport – Clearwater, FL | Mr. Hambrecht served as the Project Manager for the design of a rehabilitation of 24,000 square feet of terminal apron associated with the terminal building expansion of gates 7-10. Design included utilities relocation, stormwater, cost estimating and concrete pavement. Extensive phasing was required for public safety and access to temporary aircraft parking positions.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pgs)

Doug Hambrecht, PE | Project Manager

Southeast T-Hangars, Brooksville-Tampa Bay Regional Airport – Brooksville, FL | Mr. Hambrecht served as the Project Manager responsible for the layout and specifications package for the installation of four T-Hangar structures. The buildings consisted of a prefabricated metal building system with prefabricated roof vents, supplied by Dean Steel Buildings. Two of the larger T-Hangar buildings were a traditional layout with a door clear opening of 54 feet in width and 17 feet in height. Aircraft that could be stored in this hangar include the Piper PA-31 Navajo and Beechcraft King Air C90A. The smaller T-Hangar buildings were a nested layout. The doors have a clear opening of 44 feet in width and 14 feet in height. Aircraft that could be stored in this hangar include the Cessna 172R Skyhawk, Cessna 182 Skylane, Piper PA-23 Aztec, and Raytheon A36 Bonanza. Detailed layout drawings depicted NFPA requirements, wall dimensions, ADA requirements, doorways, floor sloping, spill protection, rainfall downspouts, site work, building mounted lighting, electrical requirements, grounding points, ventilation, locations of fire walls, and other owner and code requirements. Spaces for restrooms, storage, and conditioned office space were provided. Hydraulic and Bi-fold doors were provided for the different structures.

Boarding Bridges for A Gates, Destin-Fort Walton Beach Airport – Valparaiso, FL | Mr. Hambrecht served as the Project Manager for this project that consisted of new Apron Drive Passenger Boarding Bridges (PBBs) with the replacement of the 400hz/48VDC ground power units and the pre-conditioned air units. Bag lift elevators were included to move late bags from the apron the terminal floor. The bridge structure consisted of a ramped fixed tunnel (terminal doors at ground level designed), a rotating rotunda, telescoping bridge tunnel section, a cab with full controls for moving the bridge into position, vertical and horizontal drive system, baggage lift system, and provisions to re-mark the apron for the new parking positions associated with revised docking procedures than what is currently marked and the potential for larger mix of aircraft at these positions.

Runway Re-Marking, Sebastian Municipal Airport – Sebastian, FL | Mr. Hambrecht served as the Project Manager for the re-marking of non-precision Runway 5-23 and VFR Runway 10-28, GPS approach obstruction survey for Runway 5, and runway designation (numbering) calculations for magnetic declination of both runways. He also oversaw the design and construction for this project.

South Cargo Ramp Rehabilitation and Taxiway "N", Cleveland Hopkins International Airport – Cleveland, OH | Mr. Hambrecht served as the Project Engineer for the development of plans and specifications for the concrete joint layout and marking plans for the reconstruction of the cargo ramp and a main taxiway access to Runway 6R-24L and exit for Runway 6L-24R. Project included the various concrete joint details, enhanced centerlines, hold position markings, vehicle service road markings, and surface painted hold position signs.

Terminal Renovation and Addition and Parking Garage, Kotoka International Airport – Accra, Ghana | As the Project Manager, he was responsible for the civil design of a major terminal expansion project, including baggage handling, ticketing, and a concourse expansion. The civil design for this project included a new four lane entrance road, terminal access roads, ramps to a new multi-story parking garage for 2,300 vehicles, overhead terminal wayfinding signage, roadway lighting, landscaping, storm drainage systems, pedestrian walkways and ramps, a 3x6 meter tunnel, and multiple roadway retaining walls.

Terminal Additions Phase 2, Destin-Fort Walton Beach Airport – Valparaiso, FL | Mr. Hambrecht was the Construction Project Manager for site work associated with the terminal concourse expansion and new airline gates. The work included 20,000 square feet of concrete apron reconstruction. Mr. Hambrecht worked closely with the airport and FAA in grant closeout and quarterly reporting.

East Side Additions, Fuel Farm Canopies and Security Improvements, Destin-Fort Walton Beach Airport – Valparaiso, FL | Hambrecht served as the Project Manager responsible for the design of metal roofs to provide shelter and safety for the loading and offloading areas of the airport fuel farm. The project consisted of structural steel coverings over the offloading and loading areas at the fuel farm and a third shelter over the emergency generator. These canopies were designed to provide shade and protection from the elements during fueling operations. The loading area consisted of a cantilever canopy (24'x40') and the offloading area for the larger tanker trucks was a gable type roof (62'x32') construction. All included standing seam roofs, steel "H" columns and cords, shop welded and field bolted connections, and concrete foundations. Three Pan, Tilt, Zoom cameras were

added to the east side development. At the east terminal ramp gate, existing card readers were upgraded to dual height card readers (2 total) at both lanes of the entrance. Mr. Hambrecht provided cost estimating, change order evaluations and grant assistance.

Pavement Reconstruction Taxiway "T" and "H", Jacksonville International Airport – Jacksonville, FL | Mr. Hambrecht served as the Quality Control Manager and was responsible for the design of two major taxiways at JIA. Taxiway "T", a connector to Runway 13-31, was completely removed, shifted, and realigned as a part of the design effort. The determination of the proposed location required an analysis of the occupancy time on the runway, a comparison to other exit points, and service to cargo operations. The pavement section featured 16" of concrete over 8" of cement treated base. The design for Taxiway "H" was limited to concrete slab replacement and spall repair. Taxiway "H" serves as one of the main access points to the Terminal Apron and the General Aviation Area. Mr. Hambrecht also reviewed cost estimates for this project.

Northeast Corporate Center, Brooksville-Tampa Bay Regional Airport – Brooksville, FL | As the Quality Control Manager, Mr. Hambrecht provided detailed, independent review of estimated project costs This project included designing a 205,000-square-foot concrete apron for the future development of up to 10 hangars for medium to large corporate aircraft. The apron and connector taxiway were designed for ADG II aircraft, while a taxiway extension to the facility was designed for larger, Group IV aircraft. Major site elements included 0.5 miles of access roadway, area lighting, airfield NAVAIDS, stormwater piping, and dry pond construction. Subsurface utilities included a water main extension, gravity sewer loop, lift station, and underground power service. Since this project is in the approach to both Runways 27 and 21, significant analysis of part 77 surfaces was required as well as considerations for runway extensions and future RPZs.

Parcel 71 Development, Daytona Beach International Airport – Daytona Beach, FL | As the Quality Control Manager, Mr. Hambrecht was responsible for the design of a 70,000-square-foot asphalt apron for future corporate hangar development. The project included two connector taxiways, airfield electrical, utility infrastructure, access roads, perimeter access control, roadway lighting, construction phasing, and large concrete culvert installation. Permitting efforts included stormwater, floodplain compensation, sewer, water, County Development Order, and driveway connection.

7L-25R Runway Reconstruction, Daytona Beach International Airport – Daytona Beach, FL | Mr. Hambrecht served as the Project Manager responsible for the design of the runway rehabilitation and reconstruction. This is the main runway for Daytona Beach with a length of 10,500'. Reconstruction was necessary for the 2,500' x 50' keel section to the 7L approach where significant pavement distresses occurred. Improvements to the keel involved replacing the asphalt with 15" of Portland Cement Concrete. Detailed grading plans provided milled surface contours and finished grades. Phasing plans accounted for the airport's different needs to provide multiple runways for the flight schools and Embry Riddle's use as well as sufficient length and wind coverage for the airlines. This was provided by incorporating multiple phases of displaced thresholds on 7L-25R and minimizing work zones on the 16-34, the intersecting runway.

Parcel 61 T-Hangars, Daytona Beach International Airport – Daytona Beach, FL | Mr. Hambrecht served as the Project Manager responsible for the design of an 11 unit stacked T-Hangar configuration. The project also included custom hangar specifications, design of stormwater systems, vehicular access improvements, and an aircraft taxilane to service the units.

18L-36R Runway Rehabilitation, Cecil Airport – Jacksonville, FL | Mr. Hambrecht served as the Project Manager responsible for the design of the asphalt rehabilitation and concrete joint repair of Cecil Field's 12,500' runway. Approximately 7,000' of the center portion of the runway is bituminous asphalt, with roughly 5,000' on the south end and 300' on the north end consisting of Portland Cement Concrete (PCC). This project included milling and resurfacing plans, detailed phasing plans, marking plans, and rehabilitation of all the connector Taxiways "A2", "A3", and "B". Drainage design included the evaluation of the infield drainage system to replace pipes with lower maintenance ditches.

Exit Taxiways "C4" and "D", Palm Beach International Airport – West Palm Beach, FL | Mr. Hambrecht served as the Project Engineer responsible for the design of angled exit taxiways in order to decrease runway

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pt.)

occupancy times and improve safety for PBIA's main Runway 10L-28R. Plans included electrical design, phasing, safety, demolition, grading and drainage, permitting, and marking. Design efforts included a pavement design to accommodate 847,000-pound aircraft with shoulders and pavement designed for Group V.

South Taxilane Rehabilitation, Palm Beach International Airport – West Palm Beach, FL | Mr. Hambrecht served as the Project Engineer responsible for the design of a 1,600-foot Group III Taxilane. The existing taxilane was removed, strengthened and reconfigured. Edge lighting and guide signs were also provided.

9R-27L Runway Rehabilitation, Cecil Airport – Jacksonville, FL | Mr. Hambrecht served as the Project Engineer responsible for the design of the concrete and asphalt rehabilitation of the 8,000-foot runway, which included milling and resurfacing plans, detailed phasing plans, marking plans, concrete repair, and rehabilitation of all the connector taxiways. Also responsible for videotaping the drainage pipes and identified pipe repair areas under runway and FAA and tower coordination.

Hangar Development, Tallahassee International Airport – Tallahassee, FL | As the Lead Engineer for this project, Mr. Hambrecht was responsible for the civil design of a 25,000-square-foot hangar project at Tallahassee International Airport. Services included were parking design, sidewalks, utilities, landscaping, irrigation, apron access, drainage, site grading, permitting, fencing and gates.

Airfield Markings Improvements, Palm Beach International Airport – West Palm Beach, FL and North Palm Beach County General Aviation Airport – Palm Beach Gardens, FL | As a Project Engineer for this project, Mr. Hambrecht was responsible for the design of updated threshold markings, new enhanced centerline markings and runway hold position lines, and re-marked runway for non-precision approach.

14-32 Runway Extension, Jacksonville Executive at Craig Airport – Jacksonville, FL | Mr. Hambrecht served as the Project Engineer responsible for the preparation of preliminary plans for a 1,600-foot extension of Runway 32 and the parallel taxiway and prepared detailed cost estimates, engineer's reports, pavement design, drainage investigation, site permit requirements, NAVAID (MALSR, glideslope, threshold lights, and PAPI) relocation, and assisted with wetland mitigation.

General Consulting Contract/Multiple Projects, Tallahassee International Airport – Tallahassee, FL | Mr. Hambrecht served as the Project Manager and was responsible for the planning, cost estimating, FAA and FDOT coordination, production of plans, specifications, reports, and construction management and construction inspection for numerous airfield projects. These projects include the rehabilitation of the majority of the airport's taxiways, new taxiway construction (3), the addition of paved shoulders and edge light replacement to Runway 18-36, a General Aviation Central Apron (6 Acre of new pavement), Cargo Apron (20 Acre of new Pavement), Passenger Boarding Bridge rehabilitation (2 new, 6 rehab), and 8 miles of perimeter road. Had a significant involvement in terminal work and several airfield and parking studies.

Rental Car Facilities, Pensacola International Airport – Pensacola, FL | Mr. Hambrecht served as the Project Manager and Lead Engineer responsible for the civil design of a 21-acre site involving the site design for rental car fuel islands, maintenance and office buildings, and automated wash buildings. Design/oversight responsibilities included water, sewer, grading, drainage, pavement, roadway design, parking, site lighting, security, landscaping, cost estimating, schedules, subcontractors, and plan production.

PAPI Installation, Destin-Fort Walton Beach Airport – Valparaiso, FL | As the Construction Manager for this project, Mr. Hambrecht was responsible for the replacement of the VASI system with a 4 box Precision Approach Path Indicator system.

Apron Lighting and Vault Replacement, Destin-Fort Walton Beach Airport – Valparaiso, FL | Mr. Hambrecht served as the Project Manager responsible for the design and construction of 11 new high mast apron lights. Relocation of the voltage-controlled airfield system to a pre-cast enclosure with new home runs to lighting circuit.

Residential Sound Insulation Project, Tallahassee International Airport – Tallahassee, FL | Mr. Hambrecht served as the Construction Manager responsible for the sound insulation upgrades to homes under the 36 departure/18 approach. Project included windows, doors, air conditioning and duct work, and other miscellaneous improvements.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e8 (Count.)

Doug Hambrecht, PE | Project Manager

Taxiway "H", Bob Sikes Airport – Crestview, FL | Mr. Hambrecht served as the Project Manager responsible for the design and construction of a taxiway under a grant from Enterprise Florida. This taxiway serves C-130 aircraft for deliveries of technical parts to Manufacturing Technologies Inc., located adjacent to airport property.

Cargo Facility, Destin-Fort Walton Beach Airport – Valparaiso, FL | Mr. Hambrecht served as the Construction Manager responsible for a new 12,000-square-foot cargo building, asphalt parking, concrete tug road/ GSE area, and a 75,000-square-foot aircraft apron.

Rental Car Development Project, Destin-Fort Walton Beach Airport – Valparaiso, FL | Mr. Hambrecht served as the Lead Engineer and Project Manager responsible for the design and construction of a 40-acre development project. Project was designed for five rental car agencies and includes the design of separate facilities such as rental car offices, automated wash facilities, vehicle maintenance bays, and fuel distribution islands. Engineering design work consisted of site grading, storm drainage, SR 85 turn lanes, an entrance road, an aviation fuel farm of (130,000 gallons), rental car ready/return lots, rental car overflow lots for 800 vehicles, signage and pavement marking.

Airfield Perimeter Fence, Tallahassee International Airport – Tallahassee, FL | Mr. Hambrecht served as the Project Manager and Lead Engineer responsible for the design and construction of a new 10' high Wildlife Fence with "V" arm, triple strand barbed wire around the entire perimeter of the Airport. The total length of the project and length of new fence was 9.65 miles. A concrete footer was placed under the fence as a value engineered approved alternative to chain link fabric which prevented any digging by animals. Tight restrictions were placed in the specifications to not permit any gaps in the fence or between gates greater than 2" maximum width. All gates were upgraded to 10' aluminum.

Runway 9-27 and Associated Taxiways Electrical Improvements, Tallahassee International Airport – Tallahassee, FL | As the Project Manager, Mr. Hambrecht was responsible for the design and the construction of the replacement of all Runway lighting fixtures, replacement of airfield lighting cable, installation of runway guard lights for all runway-taxiway intersections and modifications of existing taxiway lead-on and lead-off centerline lights. Also included were electrical vault building constant current regulators, upgrade of the primary power distribution system from 240 volts to 480 volts, airfield lighting control system (ALCS) additions, installation of a new stand-by generator, and necessary modifications for a complete and functioning system including upgrades to the heating, ventilation, and air conditioning (HVAC) equipment.

GA Terminal, Destin-Fort Walton Beach Airport – Valparaiso, FL | Mr. Hambrecht served as the Project Manager/Lead Engineer responsible for the site work for a new General Aviation Terminal Building design to include parking lot design, apron improvements, utility relocation, demolition of existing buildings, drainage design, and permitting. He also served as overall Construction Manager during construction.

Taxilanes - Phase II, North Palm Beach County General Aviation Airport – Palm Beach Gardens, FL | Mr. Hambrecht served as the Project Manager responsible for the design of two ADG I Taxilanes, one ADG II Taxilane, and a concrete fueling apron for future T-Hangar construction.

T-Hangars, Brooksville-Tampa Bay Regional Airport – Brooksville, FL | Mr. Hambrecht served as the Project Manager/Engineer for the design of two T-Hangars consisting of a 14-unit and a 15-unit structure.

Airport Access Road, Sebastian Municipal Airport – Sebastian, FL | Mr. Hambrecht served as the Project Engineer responsible for the design of a western and eastern access road to the airport.

Airfield Perimeter Road, Palm Beach International Airport – West Palm Beach, FL | Mr. Hambrecht served as the Project Engineer responsible for the design of an airfield perimeter road.

City of Zephyrhills, FL | Mr. Hambrecht served as the Project Manager responsible for numerous projects including the Greenslope Drive Extension Project, the addition of City sidewalks for Greenslope, and the design of the Streetscape Project involving brick paver sidewalks, landscaping, parking lots and decorative lighting. Also, served as Construction Manager for all projects.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e8e (5 pgs)

Doug Hambrecht, PE | Project Manager

U.S. 90 – Leon County, FL | Mr. Hambrecht served as the Project Engineer responsible for the design of storm drainage systems for a 4-mile multilane roadway improvement project.

Terminal Development Project, Tyler Pounds Field – Tyler, TX | Mr. Hambrecht served as the Project Engineer responsible for the design portion of a new aircraft apron, access road, loop road, and parking lots. Project also involved perimeter fencing, tollbooths, and sanitary sewer lines.

Riverbanks Zoo – Columbia, SC | Mr. Hambrecht served as the Lead Engineer and Project Manager responsible for $900,000 design of new alignment and also managed construction. Project included two creek crossings, numerous permits (environmental, state, utility, local) and extensive rock blasting and excavation.

U.S. Route 78 – Charleston, SC | Mr. Hambrecht served as the Project Engineer responsible for developing traffic control plans/construction sequencing for the US Route 78/I-26 interchange improvements project and the Phase II project which included the extension of U.S. 78 to U.S. 52. The project involved the widening of U.S. 78 from 2 to 5 lanes and 2 major intersections involving ramps, bridges, and interstate widening.

Palmetto Parkway, Ladson Industrial Park – Charleston County, SC | Mr. Hambrecht served as the Design Engineer responsible for roadway drainage design for a 2-mile two-lane roadway on new location.

Greenville Western Corridor – Greenville, SC | Mr. Hambrecht served as the Project Engineer responsible for phasing plans for the widening/relocation of a major roadway in a downtown environment.

S.C. 161 Improvements – Rock Hill, SC | Mr. Hambrecht served as the Design Engineer responsible for the preliminary geometry, drainage, and superelevation design for a four-lane urban section with curb and gutter.

Lexington County, SC | Mr. Hambrecht served as the Project Manager responsible for a $3.8 million paving and resurfacing program. Duties included horizontal and vertical alignments, pavement design, road design, drainage design, public meetings, preparation of construction documents, coordination of right-of-way acquisition, construction administration and inspection. Over the course of three years, 22 dirt roads were designed for a paved surface.

Richland County, SC | Mr. Hambrecht served as the Project Manager responsible for a $6 million paving and resurfacing program. The program included numerous roadway and drainage improvement projects. The tasks involved all aspects of design from PD&E to final plans, traffic analysis, permitting, construction administration and inspection. Total project duration was four years.

Charleston County, SC | Mr. Hambrecht served as the Project Manager responsible for the design of 6 roadway projects involving the paving of dirt roads.

Town of Irmo, SC | Mr. Hambrecht served as the Project Manager responsible for numerous roadway and sidewalk improvement projects.

U.S. Silica Sand Inc. – Gaston, SC | Mr. Hambrecht served as the Project Manager responsible for a one-mile road relocation project involving roadway design and the evaluation of several tunnel options to service the mining operation.

Charleston County, SC | Mr. Hambrecht served as the Project Manager responsible for 16-intersection improvement projects throughout the County. The design tasks included traffic feasibility studies and schematic interchange layouts.

Berkeley County, SC | Mr. Hambrecht served as the Project Manager responsible for 10 road paving projects and County resurfacing projects.

United Parcel Service Bridge over SC Hwy 302, Columbia Metropolitan Airport – Columbia, SC | Field Construction Engineer responsible for the layout and construction of a steel girder bridge and retaining walls over SC Hwy 302. The existing vertical grade of S.C. Route 302 was lowered by 28 feet to accommodate the construction of a 110-foot-long, single-span bridge structure interfacing between the new air cargo apron and the new UPS sorting facility on the other side of the state road. The also project involved the construction of two 1,500' tapered retaining walls that were 28' high at the abutments.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pgs)

ELHAM FARZAM, PE

Principal-in-Charge, Pavement Design

Elham has over 36 years of hands-on experience in heavy-civil projects. He has had the honor to have worked on a number of challenging assignments in the surface and air transportation consulting field assisting federal, state and local authorities in the delivery of a wide variety of projects and programs involving planning, designing and construction.

EDUCATION:
MS, Civil Engineering (Structures), North Carolina State University (1984) | BS, Civil Engineering, North Carolina State University (1981)

EXPERIENCE:
Career: 1982 – Present
ICE: 2013 – Present

REGISTRATION:
Professional Engineer:
FL #37487
GA #020111
MI #6201044691
NC #013088
PA #082846
SC #10535
TN #18823
VA #0402032754
WV #016981

ORGANIZATIONS:
ASCE Member (since 1979)
Certified Safety Bridge Inspector by NHI / FHWA

EXPERIENCE

Henry E. Rohlsen Airport – St. Croix, USVI | Elham served as Project Director on this project that included the update of Airport Master Plan/ALP, update of Environmental Assessment Document and design and construction of 2,400-foot runway extension (to 10,001 feet) of Runway 9-27, and a new air traffic control tower, at an estimated total project cost of $17 million.

Memphis International Airport – Memphis, TN | Elham was the Project Director for this project that included design of the extensions to Taxiways "A" and "S" with the Memphis-Shelby County Airport Authority. The project consisted of approximately 112,000 cubic yards of unclassified excavation, 130,000 square yards of current treated base, 30,000 tons of bituminous surface/base course, and 77,000 square yards of 17-inch PCC pavement. The project was constructed in seven distinctive phases (including sub-phases in 5 of the 7 phases) in an effort to minimize the impact to aircraft operations. The project also included several FAA navigational aids (R/W 36R localizer, R/W 9 RVR, LLWAS, and R/W 18L MALSR) to be relocated.

Fort Wayne International Airport, Fort Wayne, Indiana

- *Loop Access Roadway Program*: Project Director for major landside development including short term and long term, rental and employee parking areas, loop access road, signage and graphics, landscaping, and utilities relocation.

- *Terminal Modernization Program*: Project Director for Construction phase for major terminal building renovation and expansion project including new bag claim wing, new ticketing wing, new concession core area, new upper concourse hold areas and gates, new regional hold area, concourse and gates, new signage and graphics including FIDS/BIDS. Project also included separate bid packages for loading bridges and furnishings.

Greenville-Spartanburg International Airport, Greer, South Carolina | Serving as the Project Director, Mr. Farzam was responsible for the design and construction of a $54 Million runway extension and strengthening project including a 3,400 foot runway extension involving over seven million cubic yards of earthwork, paving, lighting, a complicated NAVAIDs relocation program, and a 50,000+ square yard apron for two B747 aircrafts.

Columbia Metropolitan Airport, Columbia, South Carolina

- *UPS East Air Freight Facility* - Principal-In-Charge for the design and construction phases of the East Air Freight Facility as part of the new UPS Southeastern Hub facility. Project included construction of 180,000 sy of air carrier strength P.C.C. paved apron, aircraft deicing fluid collection, containment and disposal facilities, stormwater detention and sediment control facilities, relocation and widening of 3,200 ft. of a state road, a 50-foot wide bridge with a span of 106 ft. and 4,500 ft. of a 8 in. water main.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e8e (5 pt.)

- *Strengthening Extension of Runway 5-23* - Construction Project Manager for strengthening extension of Runway 5-23. The project includes a 3,000-foot extension of R/W 5-23 with permanent 1,000-foot relocation of R/W 23 threshold and 2,000 feet of extension of R/W 5.

McGhee Tyson Airport, Knoxville, Tennessee | Client Project Manager associated with Design and Construction of the following projects:

- *Air Cargo Facilities* - Design and Construction Project Manager for $8.3 Million project consisting of 600,000 cubic yards of excavations, 48,000 square yards of 15" P.C.C. pavement, emergency access road and various improvements to fences and gates.

- *Runway 23L Safety Overrun (AIP-08)* - Design and Construction Project Manager for final design and construction of a 1,000-foot extension to serve as a safety overrun area at the end of Runway 23L. This $750,000 improvement consisted of approximately 200,000 cubic yards of earthwork, drainage improvement, construction of an emergency perimeter access road, and installation of new airport security fencing including a 28 foot automatic electric gate.

- *Replacement of Airport Guidance Signs (AIP-08)* - Design and Construction Project Manager for replacement of approximately 100 L-829 signs with L-858, single or double face signs, including mandatory and information signs and installation of a 20kw regulator.

- *Site Preparation for Runway 5R Extension (AIP-09)* - Design and Construction Project Manager for construction of a 3,000-foot extension to increase the length of R/W 5R-23L to 9,000 feet. This $10.6 million project included construction of embankment utilizing 4,300,000 cubic yards of earth and rockfill, drainage improvements, utility relocations, and TNANG entrance road relocation to accommodate the runway extension.

- *Paving and Airfield Lighting for Runway 5R-23L (AIP-10)* - Design and Construction Project Manager for pavement strengthening of the existing Runway 5R-23L and construction of new pavement and lighting system for Runway 5R extension. This $3.8 million project also included rehabilitation of the existing airfield lighting, pavement grooving, and installation of shoulder underdrain.

- *Construction of Sedimentation Basin/Dam (AIP-12)* - Design and Construction Project Manager for construction of a sediment basin with sediment storage volume of 7 acre-feet, including a 1,500-foot long, 32-foot high earthfill dam and riser structure. The construction also includes excavation of 300,000 cubic yards of earth and rock.

- *Taxiway "B" (North Reconstruction)* - Principal-in-Charge for reconstruction of approximately 1,600 feet of rigid pavement section for Taxiway "B" (North), and the addition of rigid pavement fillets and lead in taper sections for Taxiway "G-6" and "G-7".

Myrtle Beach International Airport/Air Force Base, Myrtle Beach, South Carolina

- *Strengthening of Runway 17-35* – Elham served as the Design and Construction Project Manager for this project that included nighttime asphaltic overlay of center 7,500-foot of runway, reconstruction of two 1,000-foot concrete touch down areas and rehabilitation of airfield lighting system.

Shaw Air Force Base, Sumter, South Carolina

- *Replacement of Runway 4L-22R* - As the Design and Construction Project Manager, Elham oversaw the replacement of an existing runway with a new 10,000-foot concrete runway, including earthwork, major drainage improvement, new airfield lighting system and NAVAIDS, and aircraft arresting systems (BAK-12/14).

McEntire ANG Base, Eastover, South Carolina

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (5 pt.)

Elham Faram, PE | Principal-in-Charge, Pavement Design

Elham served as the Project Director for evaluation and repair/rehabilitation of a base-wide airfield pavement project in excess of $5 million. The work involved development of pavement evaluation program, NDI/PCI work, as well as preparation of construction documents for a $3 million worth of pavement repair and strengthening project.

DeKalb Peachtree Airport - Atlanta, GA | Elham was the Project Manager and directed the Firm's involvement with the design and construction of the "Airfield Pavement Improvements" Project at this busy General Aviation Airport consisting of the following work elements:

- Rehabilitation of Runway 2L-20R;
- Rehabilitation of Runway 2R-20L;
- Construction of an unpaved runway safety area for Runway 20R;
- Construction of asphaltic holding area/pad for Runway 20R;
- Construction of concrete holding area/pad for Runway 20L; and
- Rehabilitation and reconstruction of Clairmont taxilane/ramp and west ramp.

Knoxville Downtown Island Airport - Knoxville, TN | Elham was the Project Manager/Principal-in-Charge of the following projects:

- *Rehabilitation of Runway 8/26 (AIP-03*) – Rehabilitation of Runway 8/26 including asphaltic overlay of 40,000 square yards, single surface treatment for control of reflective cracking.
- *Rehabilitation of Parallel Taxiway (AIP-04)* –Rehabilitation of the 3,800-foot parallel taxiway, medium intensity taxiway lighting system, and the medium intensity lighting system for Runway 8-26.

Lancaster County Airport, South Carolina

- *3,800-Foot Extension of Parallel Taxiway* - Principal-in-Charge. The project includes 200,000 cubic yards of embankment, crushed aggregate base course, P-401 bituminous surface course, miscellaneous drainage structures and drainage pipe, and new medium intensity taxiway lighting system.

Stanly County Airport, North Carolina

- *Extension and Strengthening of Runway 4-22* – Elham served as Design Project Manager for an 800-foot runway extension and safety area widening, as well as taxiway turnarounds at both runway ends, and a new aircraft apron for North Carolina Air National Guard C-130 aircrafts.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f(5 pgs)

MICHAEL HIXSON, PE

Quality Control

Mr. Hixson has many years in airport related projects as designer, engineer, project manager, and business developer. He provides site investigations, preliminary and final design for airport improvement projects, and applications for federal assistance. He has been involved at every level, from conception to completion, on many projects at airports in multiple states. He also provides on-site observation of construction to determine if the work done is in accordance with plans and specifications.

EDUCATION:
BS, Civil Engineering (Transportation), Louisiana Tech University (1989)

EXPERIENCE:
Career: 1989 – Present
ICE: 2018 – Present

REGISTRATION:
Professional Engineer:
LA #PE.0029113
SC #16562

PROFESSIONAL AFFILIATIONS:
Louisiana Engineering Society | National Society of Professional Engineers

ORGANIZATIONS:
Louisiana Airport Managers & Associates

EXPERIENCE:

Aviation Engineering/Architecture Services for Airport Development Projects, Livingston Executive Airport – Livingston Parish, LA | Mr. Hixson serves as the Project Manager for this project which includes providing program development services for the justification, design, and construction of a new airport in Livingston Parish, Louisiana known as the proposed Livingston Executive Airport. His responsibilities include the comprehensive management of the project, client coordination, QA/QC of plans and specs, and the overall visioning for the airport development. This project includes a Justification Study for the proposed airport to enter the FAA's National Plan of Integrated Airport Systems (NPIAS), a feasibility study and preliminary engineering report for the proposed airport site airport master plan update; website development, community engagement and stakeholder engagement meetings; environmental analysis and permitting; architectural project visioning and conceptual design (including 3D renderings and fly throughs of the recommended airport concept); architectural preliminary building facilities design; engineering airport development and design; and Benefit-Cost Analysis (BCA). It is anticipated that the airport will be constructed and open within the next five years.

Airfield Pavement Rehabilitation, False River Regional Airport – New Roads, LA | This Airfield Pavement Rehabilitation project consists of full-depth reconstruction, milling, and overlay on Runway 18-36 and connector taxiways; Runway 18-36 full-depth repairs; parallel taxiway sealcoat; and pavement markings. Mr. Hixson is currently serving as the Project Manager, and his responsibilities include overseeing construction engineering services, responding to RFIs, unforeseen conditions remediation, and supplemental funding requests. While with a previous employer, Mr. Hixson also served as Senior Project Manager for this project and was responsible for overseeing the design services.

Master Services Agreement (2018-2021), False River Regional Airport – New Roads, LA | Mr. Hixson is currently serving as the Project Manager responsible for client management, securing funding from LaDOTD and FAA, oversight of design and bidding, and construction administration support. Projects completed to date include Automated Weather Observing System (AWOS), Pavement Defects Investigation, Sealcoat/Rejuvenator, Drainage Rehabilitation, Pavement Rehabilitation, Apron Overlay, Detailed Airport Layout Plan/Mini Master Plan, Airfield Pavement Rehabilitation (Design), and Localizer Equipment Shelter and DME. Current project includes Airfield Pavement Rehabilitation (Construction) and Drainage Rehabilitation and Hangar Development Phase I.

Master Services Agreement (2018-2023), DeQuincy Industrial Airpark – DeQuincy, LA | Mr. Hixson currently serves as the Project Manager and is responsible for client management, securing of funding from LaDOTD and FAA, oversight of bidding, and construction administration support. Projects completed to date include Parallel Taxiway Extension, Automated Weather Observing System (AWOS), Fuel Farm, Aircraft Hangar, Access Road and Gate Improvements, Lighting Rehabilitation, Runway and Mid-Apron Crack Seal and Sealcoat, Perimeter Fencing (Design), Upgraded PAPIs to LED and Taxiway Centerline and Edge Reflectors. Current projects include Perimeter Fencing – Phases II and III (Construction).

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pgs)

Michael Hixson, PE | Quality Control

Master Services Agreement, Allen Parish Airport – Oakdale, LA | Mr. Hixson has served as Project Manager on various projects at the Allen Parish Airport since 2013. As the Project Manager, his duties and responsibilities include client management, securing of funding from LaDOTD and FAA, oversight of bidding, and construction administration support. The projects that Mr. Hixson has completed to date include Runway 18 N. Drainage Rehabilitation, Airfield Pavement Sealcoat and Remarking, and Obstruction Removal – Environmental Services. Current project includes Obstruction Removal Design and Construction.

Runway 36 RPZ Obstruction Removal, Allen Parish Airport – Oakdale, LA | Mr. Hixson is serving as the Project Manager overseeing all phases of this contract. This project consists of the removal of existing forested areas along the Allen Parish Airport in order to accommodate required sight planes and minimize long-term maintenance. A project study was previously identified, and a wetland delineation conducted to identify any wetland and other waters of the US (WOUS). The project scope consists of the removal of trees and brush areas considered obstruction to Runway 36 end.

Runway 14-32 Extension Engineering and Environmental Services, Alexandria International Airport – Alexandria, LA | Mr. Hixson served as Project Manager providing assistance for the Runway 14-32 extension project. He was responsible for preliminary design, schematic design, overall project coordination between consultants for Runway, and Taxiway design. The scope of work as part of this contract included project scoping, scheduling, and data collection; perform initial site visits; and assist with land acquisition. Other services included performing an environmental assessment, including permitting and mitigation; provide NAVAIDs coordination and approach obstruction evaluation; develop a special hydrological analysis and stormwater pollution prevention plan; and prepare a preliminary engineering report.

Runway 18/36 and 13/31 Intersection Rehabilitation, Hammond Northshore Regional Airport – Hammond, LA | Mr. Hixson served as the Project Manager and his responsibilities included client management, funding procurement, production staff oversight for Pavement Evaluations, Airfield Design, and Grant Administration, as well as sub management, and financial management. This project consisted of providing preliminary design, final design, bidding, construction administration, and resident project representative services for reconstructing the PCC pavement within and on all sides of the Runway 18-36/13-31 intersection. The existing PCC pavement on Runway 13-31 between the bituminous sections (approximately 1,550') was removed and reconstructed. The pavement width was reduced from 150' to only 100' to match the rest of the runway which had already been reconstructed in previous projects. Reduction of the pavement width included removal of 25' of concrete shoulders on both sides of Runway 13-31. This reconstruction encompassed all of the remaining PCC pavement on Runway 13-31.

Multi-Year Contract, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | Mr. Hixson served as the Project Manager for this project and his responsibilities included developing and implementing an aggressive airport expansion program necessary to accommodate larger aircraft used by tenants of nearby Port Fourchon. The short-term goal was to extend, widen, and strengthen the existing runway; construct a full parallel taxiway; and install airfield lighting, signage, and NAVAIDs. Projects completed to date include extending and widening the existing 3,800-foot-by-75-foot runway to 6,500-foot-by-100-foot, AWOS installation, airfield lighting and signage, construction of a new stub-taxiway, runway strengthening, safety area improvements, instrument landing system and perimeter fencing, taxiway connector, and parallel taxiway.

Taxiway "A" North Paving Project, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | Mr. Hixson, Project Manager, was responsible for client management, funding procurement, production staff oversight for Pavement Evaluations, Airfield Pavement Design, Airfield Design, and Grant Administration, as well as sub management, and financial management. The consultant provided design, environmental, grant, bidding, and construction administration services for the Taxiway "A" North paving project. The project was bid with two scenarios: Bid Scenario A (awarded) included an asphalt pavement section; and bid scenario B, a Portland Cement Concrete (PCC) pavement section. For each scenario, the base bid and alternate bid were included. The base bid provided a partial parallel taxiway, and the alternate bid provided a full length parallel taxiway. The Base Bid Scenario A included construction of approximately 2,900 linear feet of a new asphalt

Michael Hixson, PE | Quality Control

parallel taxiway from the approach end of Runway 18 to the existing apron connector taxiway and 1,200 linear feet of new connector taxiways. The taxiway and connectors were designed and built to accommodate service for Aircraft Approach Category C-II.

Runway 13/31 Overlay and Taxiway B Reconstruction, Baton Rouge Metropolitan Airport – Baton Rouge, LA | As Project Manager, Mr. Hixson's responsibilities included coordination between the consultant and all predesign and design subconsultants, design oversight, plan review, cost estimating and construction site visits during the Construction Administration phase of the project. During the design phase, he was responsible for development of construction phasing, which was necessary due to project impacting all three runways and majority of taxiways.

Pavement Defects Investigation, False River Regional Airport – New Roads, LA | Mr. Hixson served as Project Manager and was responsible for overseeing all aspects of the project. The consultant was retained to evaluate a runway pavement issue. The issue appeared to be a base failure and the consultant coordinated a subsurface exploration to determine the cause and limits of failure.

Pavement Condition Index (PCI) Study – LA | As Project Manager, Mr. Hixson was responsible for client management, provided coordination and support for the PCI team, and provided close out report briefing to the owner. The consultant evaluated and inspected airport runways, taxiways, and aprons through visual inspection in accordance with the American Society for Testing and Materials (ASTM) manual D5340-98, to determine the pavement condition index (PCI) number for the state's 48 National Plan of Integrated Airports System (NPIAS) airports. The consultant investigated existing conditions and prepared a detailed report that included the PCI number of each airport, an overall PCI value of the airports surveyed, and a summary of the surfaces inspected at each airport.

Airfield Pavement Crack Sealing and Remarking, False River Regional Airport – New Roads, LA | Mr. Hixson, Project Manager, was responsible for client management, and oversight of design, bidding, and construction administration. The consultant provided engineering services for airfield pavement crack sealing and replacement of pavement markings. Services included grant administration, design, bidding-phase support, and construction administration.

Runway 18-36 Pavement Sealcoat and Remarking, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | As Project Manager, Mr. Hixson was responsible for client management, grant administration, and oversight of design, bidding, and construction administration. The consultant provided engineering services for the Runway 18-36 pavement sealcoat and remarking. Services included design, bidding-phase support, and construction administration. The project consisted of application of coal-tar rejuvenator/sealer to, and remarking of, Runway 18-36, heliport taxiway asphalt pavement, and apron and Taxiways A, A1, and A2.

Drainage Rehabilitation, False River Regional Airport – New Roads, LA | Mr. Hixson served as Project Manager and was responsible for grant management, QA review, bidding phase support, and construction site visits for an isolated pavement repair on a general aviation runway. The consultant provided all required professional services to design, bid/solicit proposals, and administer construction for drainage rehabilitation between Runway 18/36 and the parallel taxiway. The project was necessary to improve safety and provide a long-term solution to drainage and erosion issues around the infield inlets.

Overlay Runway 13/31 and Taxiway "B" Reconstruction, Baton Rouge Metropolitan Airport – Baton Rouge, LA | Mr. Hixson, Project Manager, was responsible for coordination between the consultant and all predesign and design subconsultants, design oversight, plan reviews, cost estimating and construction site visits during the Construction Administration phase of the project. During the design phase, he was responsible for development of construction phasing, which was necessary due to project impacting all three runways and majority of taxiways. Michael Baker provided This project consisted of civil, electrical, and navigation aid (NAVAID) design and construction support for overlay of primary Runway 13/31 and reconstruction of parallel Taxiway "B". The project also included complete airfield lighting rehabilitation for these areas and associated connector taxiways and necessary drainage improvements within the project area.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pgs)

Michael Hixson, PE | Quality Control

Perimeter Fence and Gate Improvements, David G. Joyce Airport – Winnfield, LA | As Project Manager, Mr. Hixson was responsible for design oversight, plan review and client management. The consultant provided design, biding phase services, and construction administration for perimeter fence and gate improvements. The project generally consisted of removing the existing fence, clearing the property boundary, and installing approximately 13,415 linear feet of chain-link perimeter fence and gates to serve as a security fence. Items of work included removing existing barb-wire fencing, clearing and grubbing the property boundary, constructing new chain-link fencing and gates, installing erosion control measures, and seeding areas of disturbed soil.

Runway Pavement Repairs, False River Regional Airport – New Roads, LA | Mr. Hixson, Project Manager, was responsible for funding coordination between LaDOTD and FAA, client management, and oversight of design, bidding, and construction administration. The consultant provided engineering and design services for removal and reconstruction of approximately 1,000 square yards of failing asphalt pavement. Services included grant administration, design, bidding, construction administration, and resident project representative.

Terminal Area Improvements, Monroe Regional Airport – Monroe, LA | As Client Services Manager, Mr. Hixson was responsible for client management, grant administration, design phase services, and oversight of bidding and construction administration. The consultant provided inventory, programming, program management, project design, and construction administration for a new commercial terminal area and related facilities. The new commercial terminal, loop road expansion, public and rental car parking, and rental car service areas were constructed in four major phases over a period of roughly three and a half years, allowing for continued operations of existing facilities. The terminal design reflects the local character as a gateway to the City of Monroe and the character of the region. Use of stone on the interior and exterior, and natural cypress wood in key interior spaces, provides a warm and inviting introduction to the community that is reflective of the natural beauty of the area.

Apron Expansion for New Terminal, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | Mr. Hixson, Project Manager, was responsible for client management; grant administration; and oversight of design, bidding, and construction administration. This project consisted of approximately 18,485 square yards of new asphalt apron pavement, 1,900 square yards of new asphalt apron and taxilane pavement and approximately 111 square yards of new 10-inch thick concrete pavement for an aircraft fueling pad, and approximately 1,200 square yards of new asphalt pavement for a taxilane extension. The project included unclassified excavation, offsite borrow material, demolition of existing bituminous pavement and incidental site features, construction of pavement, aggregate base and grassed shoulders, storm drainage pipe, installation of erosion control measures and installation of pavement marking and surface mounted reflectors for the new apron pavement. Other work included demolition of 48 aircraft tiedowns and installation of 42 new aircraft tiedowns. The consultant provided design, bidding, construction administration, and resident project representative services for this project.

Runway Sealcoat and Marking, David G. Joyce Airport – Winnfield, LA | As Project Manager, Mr. Hixson was responsible for oversight of design and provided bidding and construction administration support. The consultant provided design, bidding, construction administration, resident project representative services for cleaning and sealing of approximately 15,000 linear feet of asphalt cracks; application of approximately 36,715 square yards of rejuvenator/sealer to airfield pavement; and replacement of approximately 29,335 square feet of airfield markings.

Airport Layout Plan Update, David G. Joyce Airport – Winnfield, LA | Mr. Hixson, Client Services Manager, was responsible for client management. The consultant led the effort for the Airport Layout Plan (ALP) update that was completed in the fall of 2015. By conducting a detailed evaluation existing and forecast aviation activity at the airport, the study identified a preferred alternative that illustrated several projects that were prioritized for implementation during the duration of the 20-year planning period.

Airport Lighting Rehabilitation, Alexandria International Airport – Alexandria, LA | As Client Services Manager, Mr. Hixson was responsible for client management; and oversight of design, bidding and construction administration.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pgs)

Michael Hixson, PE | Quality Control

Runway 18N Drainage, Allen Parish Airport – Oakdale, LA | Mr. Hixson served as Project Manager and was responsible for client management; quality review of design; and oversight of bidding and construction administration.

South Air Carrier Apron Repair, Baton Rouge Metropolitan Airport – Baton Rouge, LA | Mr. Hixson, Operations Manager, was responsible for client management, quality review of the design phase services, and oversight of the bidding and construction administration.

Vault Electrical Design and Construction Services, Alexandria International Airport – Alexandria, LA | As Operations Manager, Mr. Hixson was responsible for client management and oversight of the design, bidding, and construction administration services.

Independent Fee Estimate for Rehabilitation of Taxiway "A", Alexandria International Airport – Alexandria, LA | Mr. Hixson served as Project Manager and was responsible for completing an Independent Fee Analysis for the Rehabilitation of Taxiway "A" for the Alexandria International Airport.

Obstruction Removal, False River Regional Airport – New Roads, LA | Mr. Hixson, Project Manager, was responsible for client management and oversight of project.

EMAS Review, Lafayette Regional Airport – Lafayette, LA | Mr. Hixson served as Project Manager and was responsible for Quality Review of EMAS Plans and Specifications that were prepared by another design firm. Provided the owner with a summary of what items needed to be addressed per the scope of services.

Runway 11-29 Rehabilitation, Lafayette Regional Airport – Lafayette, LA | As Operations Manager, Mr. Hixson was responsible for client management and quality review of the design phase services.

I-49 Support Services (Phase I), Lafayette Regional Airport – Lafayette, LA | Mr. Hixson served as the Project Manager and was responsible for design support services per the owner's request regarding airport operations pertaining to the development of I-49 highway surrounding the airport. His role included meeting and coordinating with FAA, state, and other stakeholders; conducting report/plan reviews; and preparing studies, reports, and design plans.

Runway Rehabilitation, Hammond Northshore Regional Airport – Hammond, LA | Mr. Hixson served as Operations Manager and was responsible for client management; funding assistance coordination with LaDOTD and FAA; oversight of design; and coordination with subconsultants.

Terminal Apron Expansion, Greater Lafourche Port Commission – LA | Project Manager Responsible for construction administration oversight and client management.

Airport Rescue and Firefighting (ARFF) Station Expansion Engineering Services, Lake Charles Regional Airport – Lake Charles, LA | Mr. Hixson served as Client Services Manager. The consultant is providing architecture, civil, structural, mechanical, and electrical engineering services for the design of the Lake Charles Regional Airport Rescue Fire and Fighting (ARFF) station expansion project. The project includes the addition of approximately 2,500 to 3,000 square feet to the ARFF building. Services will be divided into two basic parts: schematic design and construction documents.

Rehabilitation of Runway 13-31 and Reconstruction of Parallel Taxiway B, Baton Rouge Metropolitan Airport – Baton Rouge, LA | Mr. Hixson served as Project Manager and Design Engineer and was responsible for the rehabilitation of Runway 13-31 and reconstruction of parallel Taxiway B. Project included partial depth milling and overlay on Runway 13-31 and reconstruction of existing PCC taxiway pavement and new runway and taxiway edge lighting and guidance signs.

Expansion of Air Carrier Aircraft Parking Apron, Baton Rouge Metropolitan Airport – Baton Rouge, LA | As Project Manager and Design Engineer, Mr. Hixson was responsible for the expansion of the air carrier aircraft parking apron. Project included new PCC pavement, edge lighting, and guidance signs.

Reconstruction of Primary Runway 4L-22R, Baton Rouge Metropolitan Airport – Baton Rouge, LA | As Project Manager and Design Engineer, Mr. Hixson was responsible for the reconstruction of primary Runway

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (5 pt.)

Michael Hixson, PE | Quality Control

4L-22R. Project included full depth reconstruction of existing PCC runway pavement, new runway edge lighting, centerline and Touch Down Zone lighting. The preliminary phase of this project included a study of existing and proposed aircraft activity to determine design aircraft, as well as cost-benefit analysis of various rehabilitation and reconstruction alternatives. Following completion of the runway reconstruction, the Owner issued supplemental agreements for design services in connection with a 600-foot runway extension, including parallel taxiway, as well as Threshold Siting Studies for each end of the two air-carrier runways.

Airport Master Plan Update, Monroe Regional Airport – Monroe, LA | As Project Team Engineer was responsible for update of Airport Master Plan.

New Passenger Terminal, Monroe Regional Airport – Monroe, LA | As Project Team Engineer, was responsible for new Passenger Terminal. Responsibilities included airside civil design and overall project coordination.

Airfield Lighting Rehabilitation, Monroe Regional Airport – Monroe, LA | As Project Team Engineer, was responsible for Airfield Lighting Rehabilitation Project.

Runway Extension, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | As Project Manager and Design Engineer was responsible for 2,700-foot runway extension, full parallel taxiway, airfield NAVAIDS and new electrical vault.

Runway Extension, Huntsville International Airport – Huntsville, AL | As Design Engineer was responsible for 4,600-foot extension of Runway 36.

Runway Extension, Columbia Metropolitan Airport – Columbia, SC | As Project Team Engineer, was responsible for 4,300-foot extension of Runway 11 and roadway tunnel under extension.

Airport State Road Relocation, Piedmont Triad International Airport – Greensboro, NC | Mr. Hixson served as Project Manager and Design Engineer and was responsible for relocation of on-airport state road. Project included new 6-lane signalized intersection with existing 4-lane state highway, revised entrance to existing office park, and relocation of major utilities.

Runway Rehabilitation, Piedmont Triad International Airport – Greensboro, NC | As Project Manager and Design Engineer was responsible for rehabilitation of 10,000-foot runway and new high-speed exit taxiway.

FedEx Hub, Parallel Runway and Taxiway, Piedmont Triad International Airport – Greensboro, NC | As Project Team Engineer, Mr. Hixson was responsible for supplemental design and planning for new FedEx hub, new parallel runway and dual cross field taxiways, and various roadway improvements.

Master Plan Update, Rockingham County NC Shiloh Airport – Rockingham County, NC | Project Manager and Design Engineer responsible for update of Airport Master Plan.

Apron Rehabilitation, Kinston Regional Jetport – Kinston, NC | Project Engineer responsible for ARFF apron rehabilitation.

Site Preparation, Piedmont Triad International Airport – Greensboro, NC | Project Manager and Design Engineer responsible for site preparation for future air cargo expansion project.

Apron Expansion and Taxiway Construction, Piedmont Triad International Airport – Greensboro, NC | Project Team Engineer responsible for design of apron expansion and taxiway construction.

Parking Lot Design, Piedmont Triad International Airport – Greensboro, NC | Project Engineer. Responsible for design of employee parking lots.

Apron Design, Piedmont Triad International Airport – Greensboro, NC | Project Team Engineer responsible for design of air cargo apron.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e8e (5 pgs)

Michael Hixson, PE | Quality Control

Runway 5-23 and Parallel Taxiway, Davidson County Airport – Lexington, NC | Project Engineer responsible for design of a new Runway 5-23 and parallel taxiway, airport entrance road, apron, and T-Hangars.

Parking Lot Design, Mt. Airy/Surry County Airport – Mount Airy, NC | Project Engineer responsible for design of automobile parking lot.

Runway Rehabilitation Design, Martin County Airport – Williamston, NC | Project Engineer responsible for design of runway rehabilitation project.

Runway Extension Design, Stanly County Airport – New London, NC | Project Team Engineer responsible for design and site grading for runway extension and strengthening.

Runway, Taxiway, and Apron Reconstruction, Laurens County Airport – Laurens, SC | Project Team Engineer responsible for design and site grading for the reconstruction of a runway, taxiway, and apron; and for extension of a safety overrun.

Runway Rehabilitation, Lancaster County Airport – Lancaster, SC | Project Team Engineer responsible for design and site grading for runway rehabilitation.

Runway Extension and Partial Parallel Taxiway Construction, Laurens County Airport – Laurens, SC | Project Team Engineer responsible for design and site grading of a 400,000 C.Y. embankment for a runway extension and partial parallel taxiway construction.

Parking Lot Design, Columbia Metropolitan Airport – Columbia, SC | Project Team Engineer responsible for design and site grading for multiple automobile parking lot projects.

Taxiway Rehabilitation, Darlington County Airport – Darlington, SC | Project Team Engineer responsible for design and site grading for the reconstruction/rehabilitation of a taxiway.

Runway Rehabilitation, Knoxville Downtown Island Airport – Knoxville, TN | Project Team Engineer responsible for design and site grading for runway rehabilitation.

Runway Inspection, Columbia Metropolitan Airport – Columbia, SC | Construction Inspector responsible for inspection of runway extension and strengthening, taxiway construction, and runway grooving.

Parallel Taxiway and Cross-Field Taxiway, Memphis International Airport – Memphis, TN | Project Team Engineer responsible for horizontal geometry design, joint layout, site grading, and project coordination of a partial parallel taxiway and cross field taxiway.

Design and Site Grading, Myrtle Beach International Airport – Myrtle Beach, SC | Project Team Engineer responsible for design and site grading for two high speed exit taxiways.

Runway 3-21 Rehabilitation, Greenville-Spartanburg International Airport – Greenville, SC | Project Team Engineer responsible for design and site grading, project coordination between three design teams, cost estimates, and presentation quality of final plans for strengthening of Runway 3-21.

Access Road Design, Greenville-Spartanburg International Airport – Greenville, SC | Project Engineer responsible for design of new access road, horizontal and vertical geometry, grading, drainage, and plan production.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pgs)

HAMED JAFARIAN, PE

Airside Design

EDUCATION:
MS, Civil Engineering, University of South Florida (Pending)
BS, Civil Engineering, Azad University (2002)

EXPERIENCE:
Career: 2004 – Present
ICE: 2016 – Present

REGISTRATION:
Professional Engineer:
FL #76516
GA #PE039012

CERTIFICATES & TRAINING:
- ICPR
- Streamline Technologies
- Stormwater Retention
- Stormwater Quality and Erosion Control Overview
- ACF 2012
- Civil3D Core Concept
- Autodesk

Mr. Jafarian has more than a decade of experience in the design, project management, and plans preparation for aviation-related projects at numerous airports in Florida and the southeast. He has worked on numerous projects involving the design of runways, taxiways, aprons, airport lighting systems, and other airport infrastructure. He specializes in geometric design of airport runways, taxiways, aprons, airport lighting systems, drainage systems, and other airport infrastructures based on Federal Aviation Administration (FAA) Advisory Circulars and roadway facilities in accordance with FDOT criteria and regulations. Some other areas of expertise are preparation of stormwater pollution prevention plans, pre- and post-development maps, and flood plain compensation calculations.

Mr. Jafarian's airport services extend to FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA), airside and landside civil design, engineer's report and other associated services. He has designed flexible and rigid pavements for airports using the FAA programs and has prepared quantities and engineer's estimates for many projects. He has performed a broad range of highway design tasks including horizontal and vertical geometry, pavement design, signing and marking plans, traffic signal installation, utility adjustments, ITS design, MOT plans, quality control, estimates, quantities, and engineer's reports.

EXPERIENCE:

Crack Repair, Seal, and Restripe Runway 18/36, Ocala International Airport – Ocala, FL | Mr. Jafarian served as the Project Manager responsible for designing the crack repair, sealing, and restriping of Runway 18/36. He designed the work in accordance with the requirements of the Federal Aviation Administration (FAA) and the Florida Department of Transportation. A seal coat will be required to limit the iron oxide from the aggregate and rust surface water flow affecting the white edge markings. It will also serve to rejuvenate and slow the raveling of existing pavement and provide a black surface for pilot visibility. A crack seal program will be employed prior to sealing. Mr. Jafarian is responsible for bidding services and will oversee the construction of the crack repair, sealing, and restriping of Runway 18/36. He prepared the contract documents for bidding including front end general provisions, general requirements, and technical specifications for the project. Mr. Jafarian also prepared the FAA grant application for construction, prepared the Construction Safety and Phasing Plan (CSPP), and prepared the details and marking plans for restriping Runway 18/36.

Ocala Gaslight – City of Ocala, FL | Mr. Jafarian was responsible for preparing conceptual drawings for the court house parking lot. Completion date was 2014 with a construction cost of $64k.

West Apron Expansion, Destin-Fort Walton Beach Airport – Okaloosa County, FL | This project created additional ground loading apron spaces or overflow rest overnight (RON) space for aircraft to base overnight for early flights when all the existing spaces with jet bridges are full or otherwise under exclusive lease by another airline. ICE worked with Airport staff and the FAA to finalize apron dimensions and develop detailed site development plans including airfield pavement structural design, geometrics, markings, lighting requirements, and other aircraft support infrastructure required (tie-downs, ground points, electrical or other infrastructure for ground power units, etc.). Mr. Jafarian, serving as Lead Design Engineer, was responsible for the design of the expansion of the aircraft parking aprons west of the existing apron to add parking positions, with five spaces provided for the airbus A-321 aircraft. The apron consisted of a combination of asphalt adjacent to the taxiway

and concrete at the parking positions. The scope included field surveys, geotechnical investigation, geometric layouts, pavement design, stormwater management design and permitting, high mast light standards and electrical modifications, relocation of a pump station, blast fence design and relocating security fence, signage, pavement markings, bidding, and construction services.

Taxiway "N" Reconstruction, Daytona Beach International Airport – Dayton Beach, FL | This project consisted of the total reconstruction of the existing 2.5-mile-long Taxiway "N" (and Taxiway "A") with reconfigured edge of pavement geometry, paved shoulders widened from 25' to 30' in width, installation of a new storm water drainage system, and the installation of new LED taxiway edge lights. ICE served as a subconsultant and performed the taxiway horizontal geometric design and layout and developing the overall construction safety and phasing plans for the project. Mr. Jafarian served as a Project Engineer and was responsible for the design of the project phasing and preparing construction safety plans including the OE/AAA permit.

Apron Expansion, Punta Gorda Airport – Punta Gorda, FL | Mr. Jafarian served as a Project Engineer for the design of the expansion of the aircraft parking aprons at the Punta Gorda Airport which experienced rapid growth with Allegiant Air. The project scope included professional engineering services to expand the aircraft parking aprons north of the existing apron to add parking positions, with three spaces provided for the airbus A-320 aircraft. The apron consisted of a combination of asphalt adjacent to the taxiway and concrete at the parking positions. Drainage was accommodated using trench drains tied to an underground drainage system. These positions were remote from the terminal, requiring a covered walkway to all three positions. The services included: field surveys, geotechnical investigation, geometric layouts, pavement design, storm water management design and permitting, high mast light standards and electrical modifications, relocation of a pump station, blast fence design and relocate security fence, signage, pavement markings, bidding, and construction services.

Aviation Engineering/Architecture Services for Airport Development Projects, Livingston Executive Airport – Livingston Parish, LA | Mr. Jafarian serves as the Civil Engineer for this project which includes providing program development services for the justification, design, and construction of a new airport in Livingston Parish, Louisiana known as the proposed Livingston Executive Airport. His responsibilities include grading of all aspects of the airport using AutoCAD Civil 3D including the entrance road, apron, taxiway, and runway. This project includes a Justification Study for the proposed airport to enter the FAA's National Plan of Integrated Airport Systems (NPIAS), a feasibility study and preliminary engineering report for the proposed airport site airport master plan update; website development, community engagement and stakeholder engagement meetings; environmental analysis and permitting; architectural project visioning and conceptual design (including 3D renderings and fly throughs of the recommended airport concept); architectural preliminary building facilities design; engineering airport development and design; and Benefit-Cost Analysis (BCA). It is anticipated that the airport will be constructed and open within the next five years.

Hangar D, Sebastian Municipal Airport (X26) – Sebastian, FL | Mr. Jafarian is serving as a Project Manager for this design-build project that includes a total building footprint of 11,310 square feet, which can accommodate three King Air 200 or three Pilatus aircraft segregated with an interior wall or fenced partitions. The three storage hangars are 65 feet by 58 feet with 60-foot wide bi-fold hangar doors. The project also includes a 3,000-square-foot office space compatible for future FBO or Airport Business Tenant; 2,000 square feet of office space for local businesses; and two parking lots. The project includes site pavements for apron, taxilanes, and parking, as well as stormwater management. ICE designed the site improvements necessary for the development and the permits. The building will be contractor selected, pre-engineered, and based on detailed specifications prepared by ICE with input from the Airport Director. The design includes taxilane modifications, parking, lighting, utilities, sidewalks, landscaping, irrigation, and drainage. A plan set will be developed for the building to illustrate exterior elevations, floor plans for office space, work areas, windows, doorways, and restrooms. Basic electrical requirements, a code review, and sprinkler system needs will also be detailed. Mr. Jafarian is responsible for the professional services associated with design, permitting, bidding, and construction administration.

Airport Pavement Strength Analysis and Report, Baton Rouge Metropolitan Airport – Baton Rouge, LA | As an Engineer, Mr. Jafarian was responsible for preparing PCN study report per FAA criteria for three runways and all taxiways and aprons within the airport. ICE prepared an Airport Pavement Strength (PCN) Report and

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pt.)

analysis for the City of Baton Rouge/Parish of East Baton Rouge on behalf of the Baton Rouge Metropolitan Airport. The scope of service included preliminary investigation and inventory, pavement inspection, data analysis and quality control, geotechnical engineering, and preparation of the final report.

Wando Welch Terminal Traffic Flow Improvements, Phase I – Charleston County, SC | Mr. Jafarian is serving as an Engineer and responsible for geometry design and grading the chassis yard and related site. This project consists of providing engineering services to increase traffic throughout the terminal and to help improve traffic safety. The design includes installation of an additional truck lane from the outbound processing Building 441 to the outbound security gate on Long Point Road, expansion of the outbound security gate, extension of the inbound truck queue lanes at Building 401, installation of a new parking lot at Building 442, parking lot modifications, a new driveway at Building 448, and a new paved driveway to Building 419. Conceptual designs for a new roundabout and queue road around the chassis yard and traffic analyses were also performed for three projected terminal growth scenarios: 1.8 Million Twenty-Foot Equivalent Units (TEUs), 2.5 Million TEUs, and 3.0 Million TEUs.

VHB Metropolitan Airport Systems Study – Mobile, AL | Mr. Jafarian served as a Project Engineer responsible for providing rough order of magnitude cost estimating services for this project that consisted of determining if it is cost effective to have commercial air services at Mobile Downtown Airport (BFM) and evaluated if changing the roles of the Mobile Regional Airport and the Mobile Downtown Airport will provide better air service options in the future. Careful consideration was made as to how a role change would affect economic development coupled with known major infrastructure projects on and around the airports. It was also determined if the potential future economic impacts and regional benefits of adding St. Elmo Ail-port under the ownership and operation of the Airport is beneficial to BFM.

Airport Landside and Terminal Parking Lot Improvements, St. Pete Clearwater International Airport – Clearwater, FL | Mr. Jafarian was an Aviation Engineer for the design assistance and phasing plans for the reconfiguration and realignment of the existing ¾ mile long entrance road and the reconfiguration and expansion of the existing parking lots at the Airport. As a subconsultant, ICE performed the preliminary entrance roadway/parking lots geometric design and layout, quality control reviews, and developed the overall construction sequencing plans for the project to ensure continuous vehicular access to the terminal and parking areas with safe routes for pedestrians from the parking lots to the terminal building during construction.

Taxiways "C", "D", and "E", Sebastian Municipal Airport – Sebastian, FL | Mr. Jafarian served as an Aviation Engineer responsible for designing several new parallel taxiways to enhance safety at this uncontrolled airport. The purpose was to limit the number of runway crossings, decrease the chances of an incursion, and provide a safer route for taxiing aircraft. A full-length parallel Taxiway "C" to Runway 5-23 on the north side was constructed with a partial parallel (Taxiway "D") on the south side. The project also included Taxiway "E," a partial parallel taxiway to Runway 10-28 along the south side to move the main General Aviation traffic to the runways. Mr. Jafarian designed all work in accordance with the 13A Advisory Circular geometry requirements, and he assisted with stormwater designs which were performed to minimize ponds by sheet flowing runoff for treatment through the Water Management District. Mr. Jafarian performed airfield signage design, pavement design, pavement marking design, and prepared a Construction Safety and Phasing Plan (CSPP). He was also responsible for performing geometric design, FAA coordination, setting alignments, plan production, bidding services, construction administration, and submittal reviews.

T-Hangar Replacement, Sarasota Bradenton International Airport – Sarasota, FL | Mr. Jafarian served as a Project Engineer for design, construction plans, and construction phase services for the replacement of existing portable hangar buildings J-4 and J-5. The clear door width for the set of buildings was 41.5' x 12'. Each building is a standard (stacked) configuration consisting of 14 units (28 total). Also included in this project were two larger hangar buildings (J-7 and J-8) to the south of Taxiway "F". The clear door width for these buildings will be wider than J-4 and J-5 at 47.5' x 14'. Special, larger end units were designed on each of the two buildings with a clear door width of 51' x 16'. At this width, J-7 can accommodate 12 units and J-8 can accommodate 15, both with a nested configuration. Taxilane and drainage infrastructure were already in place through a past project designed by ICE staff. Site work consisted of the removal of the asphalt pads under the Port-a-Port buildings, new drainage

pipes, and the relocation of the taxilanes to line up with the new doors. On the building, ridge vents were provided for air circulation. Exterior building mounted LED lights were provided for taxilane illumination. Door types were bifold type. Building manufacturer was Erect-a-Tube.

DFW Pavement Condition Index Study – Dallas Fort Worth, TX | Mr. Jafarian served as a Civil Engineer responsible for preparing PCI, SCI, and FOD exhibits, evaluation and quality control of inserted data into MicoPaver, and comparison to field inspections using GIS.

Runway 11-29 Safety Area Improvements, Merritt Island Airport – Brevard County, FL | Mr. Jafarian was the Civil Engineer responsible for preparing air space study checklist drawings and details.

Runway Exit Connector Taxiway "J", Sarasota Bradenton International Airport – Sarasota, FL | As a Civil Associate, Mr. Jafarian assisted with the design of a 6,500-square yard asphalt paved ADG III runway exit connector taxiway between the main air carrier Runway 14-32 and parallel Taxiway "C". Stormwater design, permitting, and airfield lighting and guidance signage were also included in the project. Construction administration services and part-time inspection services were also provided during construction.

Taxiway "G", Sarasota Bradenton International Airport – Sarasota, FL | Mr. Jafarian assisted with providing engineering services for the design and preparation of final construction documents for the construction of the proposed 1,200 feet Taxiway "G", which will connect Taxiway "H" to Taxiway "C" at the intersection of Taxiway "C-2". The project required modifications to Taxiways "H" and "C" by providing the required pavement tapers at the intersections meeting the requirements for a Group III aircraft. Design of this project consisted of the geometric design, pavement design, drainage design, and the preparation of construction plans in accordance with the FAA Standards and Design Criteria.

Security System Fiber Optic Duct and Phone Line Phase 1, Sarasota Bradenton International Airport – Sarasota, FL | Mr. Jafarian assisted with designing a fiber optic line and duct bank running from the terminal building to the Aircraft Rescue and Firefighting (ARFF) facility for connecting the airport communications center in the terminal building with the ARFF. The duct had to go under the terminal apron and across Runway 4-22 and parallel taxiways via directional bore installation.

Taxiway "F" Rehabilitation, Sarasota Bradenton International Airport – Sarasota, FL | Mr. Jafarian provided professional services associated with design and construction of the Taxiway F Rehabilitation project which consisted of milling and overlaying the taxiway with a nominal two-inch bituminous surface course and minor new pavement construction to enlarge turning radii at an intersecting taxilane. This project included a site investigation and the completed final design consisted of pavement, pavement rehabilitation, and construction plans. He coordinated with the client, Federal Aviation Administration (FAA), Florida Department of Transportation (FDOT), and geotechnical and survey subconsultants while also developing and distributing bidding documents and providing construction administration services.

Airfield Perimeter Service Road Relocation and Widening Phases 1, 2, and 3, Sarasota Bradenton International Airport – Sarasota, FL | Mr. Jafarian assisted with design and construction administration for the widening of approximately 1.7 miles of an existing airfield perimeter service road from one to two lanes and construction of approximately 2.3 miles of new two lane roadway undertaken to allow two-way traffic and open up the midfield and other areas of the airport to public accessible development. This project included drainage design and SWFWMD and Sarasota County permitting. Due to funding limitations, the project was split into three phases.

Master Lighting Plan, Sarasota Bradenton International Airport – Sarasota, FL | Mr. Jafarian was responsible for providing a comprehensive master lighting and inventory plan and details for the whole airport.

Runway 14-32 Runway Safety Area Improvements, Palm Beach International Airport – Palm Beach, FL | Mr. Jafarian assisted with the design of safety area improvements consisting of the installation of an Engineered Materials Arresting System (EMAS). Coordination with ESCO (EMAS manufacturer) and the FAA was required in order to develop the proper design. Key aspects of the project included relocation of the existing crash gate to maintain ARFF access to the runway without impacting the arrestor bed and maintaining taxiway access across

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e8e (5 pt.)

the end of the runway during construction. Design started in March 2010 and was completed in June 2010. Construction began in May 2011 and was completed by July 2011.

Taxiway "L" Extension, Palm Beach International Airport – Palm Beach, FL | As a Civil Associate, Mr. Jafarian was responsible the design of the Extension of Taxiway L. This taxiway was designed for ADG III with accommodations for expansion to ADG IV. It provided Runway 10L-28R with a full length parallel taxiway on both sides and a parallel taxiway to the future extension of Runway 10R-28L. This project included relocation of exiting Runway 28R Glide Slope and FAA control cabling along with the design of stormwater management facilities meeting SFWMD requirements for water quantity and quality discharges. Services also included assisting the PBCDOA with construction administration.

Wetland Wildlife Hazard Abatement, Palm Beach County Department of Airports – Palm Beach Gardens, FL | Mr. Jafarian was the Civil Engineer responsible for construction plans and analysis of existing and anticipated future stormwater conditions of the airport in order to meet South Florida Water Management District regulations including dewatering and pump sizing calculation using Ponds Program. He determined the limits of wetland and surface waters that are located near the runways at North Palm Beach County General Aviation Airport and performed a preliminary wildlife hazard assessment. The wetland and surface waters attract birds and other wildlife that contribute to wildlife hazard issues and increase the potential for bird strikes. Mr. Jafarian met with regulatory agencies to determine the feasibility of filling and mitigating for impacts to wetlands, prepared the environmental resource permit application, and provided mitigation options to implement the wildlife hazard abatement measure of filling the wetlands. He obtained state and federal permits for the client, and mitigation credits were purchased from a public restoration area to compensate for impacts to the wetlands.

Air Cargo Ramp Expansion, Palm Beach International Airport – Palm Beach, FL | Mr. Jafarian assisted with the drainage report, ERP application, Engineer's Report, and construction drawings.

South Taxilane Rehabilitation, Palm Beach International Airport – Palm Beach, FL | As a Civil Associate, Mr. Jafarian was responsible for the pond design and flood plain compensation for a 1,600-foot Group III Taxilane. The existing taxilane was removed, strengthened, and reconfigured.

Airfield Markings Improvements, Palm Beach International Airport and North County Airport – Palm Beach County, FL | Mr. Jafarian assisted with the design of updated threshold markings, new enhanced centerline markings, and runway hold position lines. He also re-marked runway for non-precision approach.

Stormwater Pollution Prevention Plan (SWPPP), North County General Aviation Airport – Palm Beach County, FL | As a Civil Associate, Mr. Jafarian assisted with creating a Stormwater Pollution Prevention Plan for this airport. This included a detailed site map and an airport drainage map.

Stormwater Pollution Prevention Plan (SWPPP), Glades Airport – Palm Beach County, FL | Mr. Jafarian assisted with creating a Stormwater Pollution Prevention Plan for this airport which included a detailed site map and an airport drainage map.

Stormwater Pollution Prevention Plan (SWPPP), County Park Airport – Palm Beach County, FL | As a Civil Associate, Mr. Jafarian assisted with creating a Stormwater Pollution Prevention Plan for this airport. This included a detailed site map and an airport drainage map.

Roadway and Parking Lot Improvements Phase 2, St. Pete-Clearwater International Airport – Pinellas County, FL | Mr. Jafarian assisted with the design of miscellaneous airport roadway rehabilitation, parking lot expansion work, and new airport landside terminal signage. Key elements of the project included overlay of the terminal curbfront, Airport Parkway, conversion of an employee to a commercial curbfront for taxis and shuttle vans, construction of a new employee parking lot for UPS, and replacement of all the landside terminal area signage which included two new overhead signs with LED signs to be integrated with the airport's flight information display system.

One-Way Couplet Traffic Analysis – City of St. Pete Beach, FL | Mr. Jafarian assisted with providing traffic analysis of a "one-way-couplet" concept for two streets in the city's downtown business district to assist in

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (Sent.)

encouraging economic growth. He conducted a traffic analysis using Synchro software to determine the impacts of such an operational change for the 2015 build year and for the year 2035. The study also considered emergency evacuation routes, Multimodal Transportation District (MMTD) issues, right-of-way identification of all roadways, corner truck turning radii issues, business operating names on aerial maps, existing bicycle lanes and pedestrian crossings, current and future roadway ownership issues, on-street parking opportunities, and public outreach.

Blind Pass Road, City of St. Pete Beach Public Services Department – Florida | As a Civil Engineer, Mr. Jafarian was responsible for geometric design which included considering the amount of driveway connections along with stormwater and utility adjustment using MicroStation and GEOPAK.

Plumb Elementary Schools, Pinellas County Schools, FL | Mr. Jafarian assisted with the stormwater calculations and geometric design for this project which included three parking lots and a stormwater management system. He reviewed as-built survey plans to provide record drawings for the owner.

Taxiway "A1" and South Apron Improvements, Albert Whitted Airport – St. Petersburg, FL | Mr. Jafarian worked on engineering services including design and preparation of final construction documents for construction of the South Apron and Taxiway "A1" and the installation of a run-up area on Taxiway "A1". The project consisted of demolition of existing Taxiway "A1", revisions to the airfield lighting and signage systems, a new ramp, aircraft parking position markings and tie-downs, airfield markings, drainage system design, and permitting. He provided pre-design services including coordination of geotechnical and survey subconsultants, development of a digital terrain model, and preparation of preliminary plans. Mr. Jafarian also provided final design services consisting of geometric design, pavement design, drainage design, and construction plans.

Taxiway "D" Extension, Albert Whitted Airport – City of St. Petersburg, FL | As a Civil Associate, Mr. Jafarian worked on the drainage report and construction drawings which involved modifying an existing permit.

Air Cargo Facility, Brooksville-Tampa Bay Regional Airport – Brooksville, FL | Mr. Jafarian, serving as an Aviation Engineer, assisted with designing a partial parallel taxiway to the main runway with two exit taxiways and a 130,000 square yard aircraft apron with concrete hardstands. The facility was designed for ADG IV aircraft and included a stormwater retention pond requiring SWFWMD permitting, a gopher tortoise survey, and relocation permitting. Design of the project began in February 2008 and was completed in January 2010. Construction is on hold pending the sponsor acquiring funding.

NE Corporate Center Utility Design, Brooksville-Tampa Bay Regional Airport – Brooksville, FL | Mr. Jafarian was responsible for geometric design of sanitary sewer pipe networks including their easement and lift station and related quantities and cost estimate.

Runway 9-27 PAPI Replacement, Brooksville-Tampa Bay Regional Airport – Brooksville, FL | As a Civil Associate, Mr. Jafarian was responsible for preparing construction plans for replacement of the PAPI system.

18L-36R Runway Rehabilitation, Jacksonville Aviation Authority – Cecil Field, FL | Mr. Jafarian was responsible for the design of the asphalt rehabilitation and concrete joint repair of Cecil Field's 12,500' runway. Approximately 7,000' feet of the center portion of the runway is bituminous asphalt with roughly 5,000' on the south end and 300' on the north end consisting of Portland Cement Concrete (PCC). His responsibilities Included milling and resurfacing plans, detailed phasing plans, marking plans, and rehabilitation of all the connector taxiways "A2", "A3", and "B". Drainage design included the evaluation of the infield drainage system to replace pipes with lower maintenance ditches.

9R-27L Runway Rehabilitation, Jacksonville Aviation Authority – Cecil Field, FL | As a Civil Associate, Mr. Jafarian was responsible for the design of the concrete and asphalt rehabilitation of Cecil Field's 8,000' runway, which included milling and resurfacing plans, detailed phasing plans, marking plans, concrete repair, and rehabilitation of all the connector taxiways. He was also responsible for videotaping the drainage pipes and identified pipe repair areas under runway and FAA and tower coordination.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e8e (5 pt.)

Hamed Jafarian, PE | Airside Design

Terminal Access Roadway Rehabilitation, Jacksonville Aviation Authority, FL | Mr. Jafarian was responsible for preparing construction drawings.

Employee Parking Lot Entrance Road, Jacksonville Aviation Authority, FL | As a Civil Associate, Mr. Jafarian was responsible for preparing construction drawing.

Design of New Maintenance Hangar C and Warehouse – Titusville-Cocoa Airport Authority, FL | As a Civil Engineer, Mr. Jafarian was responsible for preparing construction drawings, engineer's report, and a cost estimate.

Eastside Storage Hangar, Space Coast Regional Airport – Titusville-Cocoa Airport Authority, FL | Mr. Jafarian was responsible for preparing construction drawings for Titusville-Cocoa Airport.

West Apron Rehabilitation, Space Coast Regional Airport – City of Titusville, FL | Mr. Jafarian assisted with preparing construction drawings for the west apron rehabilitation at the Space Coast Regional Airport

Airport Drainage Design and Permit Applications – St. Lucie County International Airport, FL | Mr. Jafarian's responsibilities included providing drainage plans, calculations, and assisting with permit applications for the proposed Taxiway "C" improvements. The scope of the project included widening Taxiway "C" from Taxiway "A" to Taxiway "E", including Connector Taxiways "E" and "C8". He completed two primary tasks which were drainage design and permitting of the Taxiway "C" improvements and design and permitting of the modifications to the stormwater ponds to accommodate the Taxiway "C" improvements.

St. Augustine Spoil Island – St. Augustine-St. Johns Airport Authority, FL | As a Civil Associate, Mr. Jafarian was responsible for putting together construction drawings for Spoil Island. He coordinated with Passero and Birkitt on the construction drawings and kept files updated on the Passero website. Mr. Jafarian also kept the client satisfied by answering questions, updating plans, and staying on schedule.

Canal Relocation, Northeast Florida Regional Airport at St. Augustine – St. Johns County, FL | Mr. Jafarian provided plans for canal relocation including an erosion control plan. He also provided an access route to the canal relocation and a phasing plan for sequencing of the project.

Rental Car Facilities – Pensacola Regional Airport, FL | Mr. Jafarian helped provide the civil design of a 21-acre site involving the site design for rental car fuel islands, maintenance and office buildings, and automated wash buildings. His design/oversight responsibilities included water, sewer, grading, drainage, pavement, roadway design, parking, site lighting, security, landscaping, cost estimating, schedules, subcontractors, and plan production.

HCAA Checked Baggage Upgrade, Tampa International Airport – Hillsborough County Aviation Authority, FL | As a Civil Engineer, Mr. Jafarian was responsible for preparing Architectural drawings for upgrading HCAA's baggage claim facility.

IBC Hangar, Miami International Airport – Miami Dade County, FL | Mr. Jafarian provided preliminary cost estimate for building a new hangar Apron and civil site work.

SR 45/9 (From US 41 at Rattlesnake Hammock Road To SR 45 at Immokalee Road) – FDOT District One, Collier County, FL | As a Civil Engineer, Mr. Jafarian worked on this design build project which consisted of traffic signal installations and MOT plan.

SR 43 (US 301 at 19th Avenue NE) – FDOT District Seven, Hillsborough County, FL | Mr. Jafarian worked on this DBPB2 project which included a variety of tasks consisting of pavement markings, utility adjustments, traffic signal installations, addition and improvements of sidewalks, ADA upgrades, traffic control plan, engineer's estimates, and quantity computation.

SR 45 (US 41 / South Tamiami Trail at Riverview) – FDOT District Seven, Hillsborough County, FL | Mr. Jafarian worked on this DBPB2 project and was responsible for a variety of tasks including pavement markings, utility adjustments, traffic signal installations, addition and improvements of sidewalks, ADA upgrades, traffic control plan, engineer's estimates, and quantity computation.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e8e (Count.)

Hamed Jafarian, PE | Airside Design

SR 580 (Busch Blvd. At North 12th Street) – FDOT District Seven, Hillsborough County, FL | Mr. Jafarian, a Civil Engineer, worked on this DBPB2 project which included tasks such as pavement markings, traffic signal installations, mast ARM assemblies, Guide sign, traffic control plan, engineer's estimates, and quantity computation.

US 49 – MDOT District Five, Rankin County, MS | Mr. Jafarian worked on this project which included a variety of tasks such as traffic signal installations, mast ARM assemblies, traffic control plan, ITS design (CCTV, RDS), engineer's estimates, and quantity computation.

Pavement Restoration and Underground Utility Design, 105th Avenue to 127th Avenue – City of Treasure Island, FL | As the Lead Civil Engineer and Project Coordinator, Mr. Jafarian was responsible for handling and coordinating the project with the City of Treasure Island, Duke Energy, and FDOT RRR Project along with providing construction drawings and intersection improvements, easement acquisitions, and necessary permits for the project. He also reviewed shop drawings, construction inspection and punch list per city request, and addressed construction issues in a timely manner.

Curbside Improvement Design, Sarasota Bradenton International Airport and Sarasota Manatee Airport Authority – Sarasota, FL | Mr. Jafarian was responsible for coordinating the preparation of alternative plans for the reconfiguration and rehabilitation of the roadway in front of the airport terminal. He also prepared preliminary cost estimates for each of the alternatives to enable the client to make an informed decision on the most operationally efficient and cost-effective alternative. Mr. Jafarian was responsible for civil design including geometry, pavement marking, and drainage.

CCTV Camera, City of Tampa Transportation Department – Tampa, FL | As a Civil Associate, Mr. Jafarian was responsible for preparing location and mounting detail plans for installation of more than 60 new CCTV cameras in downtown Tampa.

Pavement Design for Parking Lots at Treasure Island Florida – City of Treasure Island, FL | Mr. Jafarian was responsible for creating the typical sections and specifications for the parking lots.

Bike Trail Design, 108th Avenue and Treasure Island Causeway Intersection Improvements and Milling and Resurfacing of Local Roads – City of Treasure Island, FL | As a Civil Associate, Mr. Jafarian was responsible for providing geometric design of the project, in addition assisted on getting a permit exemption through SWFWMD.

Storm Drain Repair at Leo Kidd Avenue – City of Port Richey, FL | As a Civil Associate, Mr. Jafarian provided plans for storm drain repair at Leo Kidd Avenue and assisted on the stormwater calculations.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e8e (5 pgs)

MARAM ALDADA, PE

Airside Design

EDUCATION:
MS, Civil Engineering, University of Central Florida (2013)

BS, Civil Engineering, Applied Science University, Amman, Jordan (2011)

EXPERIENCE:
Career: 2009 – Present
ICE: 2021 – Present

REGISTRATION:
Professional Engineer: FL #84363

Mr. Aldada serves as a Project Manager for ICE Tampa as part of the Aviation Department. He is a licensed professional airfield engineer with nearly 10 years of experience dedicated to designing airfield engineering projects. His airfield project experience ranges from pavement management to facilities rehabilitation and reconstruction. Mr. Aldada's experience includes knowledge of FAA and FDOT design criteria and regulations as they relate to construction in and around airports. He is well versed in various types of software, including AutoCAD, Autodesk Civil 3D, Pavement Design Software: FAARFIELD and PCASE, AviPlane, AutoTurn, COMFAA, Primavera, MicroPaver, and MicroInspector.

EXPERIENCE:

Taxiway "J" Rehabilitation, Orlando International Airport – Orlando, FL | Mr. Aldada served as Project Engineer on this project that included the rehabilitation of the midfield portion of Taxiway "J", which includes two taxiway bridges. He was responsible for completing the civil engineering design, which included geometric layout, pavement design, profile design, grading, drainage improvement, and marking layout. In addition, Mr. Aldada was part of the construction administration team where his duties included shop drawings review, weekly inspection, coordination between involved parties and pay application review/approval. The work consisted of improving existing pavement section(s) and geometry for taxiway-taxiway and apron-taxiway intersections within the limits of the project to comply with current FAA standards of Advisory Circular 150/5300-13A, Change 1. In addition, electrical improvements included replacing centerline lighting with LED fixtures, replacement of electrical manholes with junction can plazas, and new LED edge lights and LED signage as well as new circuiting and a new grounding grid.

Airport Pavement Management System (APMS) Update, Luis Munoz Marin International Airport – San Juan, Puerto Rico | This APMS report provides an updated baseline validation of the pavements and specific guidance toward necessary maintenance activities as they pertain to the airfield systems at OIA. A key component of an APMS Update is to perform a records review to identify all rehabilitation/construction projects completed since the previous study (2016) and to update the network definition map accordingly. Another vital element of the APMS Update is a physical pavement inspection, which is done in accordance with ASTM D5340 "Standard Test Method for Airport Pavement Condition Index Surveys." All airside pavement sections are re-surveyed and assessed using the Pavement Condition Index (PCI) procedure – the industry standard in aviation for visually assessing the condition of pavements. During a PCI inspection, engineers and technicians identify signs of deterioration on the surface of the pavement called distresses. The type, severity, and amount of distresses present in a pavement are quantified during the pavement survey. The results of the survey are then entered in a computer pavement management database (MicroPAVER) and used to develop a composite index (PCI number). The individual distress information, such as cracking or rutting, provides insight into what may be causing the pavement to deteriorate. These factors can then be used to select the appropriate maintenance or rehabilitation action to correct the problem. Finally, the findings from the various field evaluations and data analysis activities are collectively considered in the development of a 10-Year Capital Improvement Program (CIP) for SJU. In addition, potentially large projects to be completed within the long-term (20-Year outlook) are identified.

Runway 18R-36L Rehabilitation, Orlando International Airport – Orlando, FL | Mr. Aldada served as Project Engineer on this project that involved providing construction support on the repair and resealing of the existing concrete pavement joints, mostly in the keel section of the runway. He was responsible for completing the civil engineering design, which included geometric design, asphalt/PCC pavement design, PCC pavement

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pgs)

distress mapping/repair, profile design, grading, drainage improvement, and marking layout. In addition, Mr. Aldada was part of the construction administration team; his duties included shop drawings review, weekly inspection, coordination between involved parties, and pay application review/approval. The project also consisted of repair or replacement of any cracked slabs; reconstruction using new concrete pavement for the north threshold of Runway 18R; resurfacing existing asphalt pavement for the outer runway sections; resurfacing or rejuvenating existing asphalt pavement for the runway shoulders and blast pads; improvements of existing pavement section and geometry for various runway-taxiway intersections to comply with current FAA standards; and improvement of existing runway lighting, marking and signage systems to comply with current FAA standards.

Taxiway "C" South End Rehabilitation, Orlando International Airport – Orlando, FL | This project consisted of the rehabilitation of the existing pavement for the south end of Taxiway C (located between Taxiway F and Taxiway B10), Taxiway B9 and related areas in order to eliminate sections of distressed pavement and maintain the aircraft taxiing capacity. The work also included milling of existing pavement, removing deteriorated pavement, bituminous pavement overlay and associated markings, lighting and signage to restore and maintain the airfield pavement serviceability areas. As Project Engineer, Mr. Aldada was responsible for completing the civil engineering design, which included geometric layout, pavement design, and marking layout. In addition, Mr. Aldada was part of the construction administration team; his duties included shop drawings review, weekly inspection, and attending weekly coordination meetings. The scope of work consisted of a study, design, bidding, permitting, construction administration and other related services necessary to successfully complete the project. Specific tasks included civil and airfield design; topographic surveying; geotechnical exploration, evaluation and documentation of existing conditions; verification of as-built conditions, field location and verification of existing above and underground utilities; cost estimating and scheduling; technical studies; resident engineering; and all other related services including coordination with the Authority, other consultants, the City of Orlando, and all agencies having jurisdiction over the project.

Apron Rehabilitation, Phase 2, Greenville-Spartanburg International Airport – Greer, SC | Mr. Aldada served as Project Engineer on this project that included the second phase for the rehabilitation of the air carrier terminal apron concrete pavement and incorporated an area from the north side of the "garden area" to the north end of the terminal apron, encompassing the aircraft parking and maneuvering areas for Gates B1 through B4. In this role, he was in charge of completing the civil engineering design, which included geometric layout, pavement design, drainage improvement, and marking layout. The project limits extended from the terminal building westward to the apron edge/taxilane edge interface, approximately 450 feet, but did not include the taxilane, and was approximately 720 feet long. Both full strength aircraft pavement and reduced strength GSE pavement (ground support equipment) were addressed and included in this project. The overall goal of this project was to construct the most durable and cost-effective apron rehabilitation possible while minimizing impacts and disruptions to GSP tenant and customer operations. The scope included performing design, bid, and construction phase services.

RUSS HOLLIDAY, PE
SENIOR PROJECT ENGINEER

Mr. Holliday, PE, performs project management and design utilizing AutoCAD, Civil 3D, and other industry standard design software packages. His work experience consists of engineering and project management for airport projects, including all phases of a project from topographical survey reduction, geometry, utility coordination, potable water and sanitary sewer design, drainage design, and pavement design to project cost estimation, bidding, DBE coordination services, construction administration, resident project representative, and project close out. He has extensive experience working with State Water Management Districts, the Florida Department of Transportation and the Federal Aviation Administration personnel.

EDUCATION:
MS Civil Engineering
University of Central Florida

BS Civil Engineering
University of Central Florida

PROFESSIONAL REGISTRATION(S):
Professional Architect, FL
No. 56825

YEARS OF EXPERIENCE:
29

YEARS WITH AVCON:
11

PERCENTAGE AVAILABLE:
25%

AVCON

RELEVANT EXPERIENCE:

TAXIWAY F EXTENSION AND CONSTRUCTION OF TAXIWAY E
Winter Haven Regional Airport, Winter Haven, FL | Project Engineer
This $4.1M project consisted of extending Taxiway F to the Runway 5 and 23 ends, new construction of Taxiway E from the Runway 11 end to the intersection of Runway 5-23, and new blast pads on the Runway 5 and 23 ends. The electrical components of the project included new LED taxiway edge lights, cable and conduit, and signage. The project also included drainage improvements and markings.

TAXIWAY E EXTENSION (24 END)
Kissimmee Gateway Airport, Kissimmee, FL | Project Manager
This $3.8M project consisted of the construction of Taxiway Echo pavement and run-up area, adjacent compass rose, edge lighting, grading, marking, and relocation of navigational aids. The project also included a medium intensity taxiway lighting system, upgrading the system's constant current regulator, vault work, cable and duct markers, junction bases, ground rods, and other electrical items necessary to meet FAA standards. Work included removal of one or more existing hangar buildings and foundations, associated apron pavements, underground utilities, tanks, and other facilities which currently obstruct the proposed alignment and construction of the improvements.

RUNWAY 5-23 REHABILITATION
Tampa Executive Airport, Tampa, FL | Senior Project Engineer
This $5.9M project included a pavement condition evaluation, rehabilitation alternatives analysis, and design of an asphalt rehabilitation for Runway 5-23 and the associated connector taxiways. To address changes in the FAA geometric requirements, the taxiway connectors were reconstructed to modify the fillet geometry between Runway 5-23 and Taxiway E. In addition, all of the runway and taxiway edge lighting, REIL's, PAPI's, and MALSR were replaced and the electrical vault upgraded to accommodate the airfield electrical improvements.

RUNWAY 6-24 REHABILITATION
Kissimmee Gateway Airport, Kissimmee, FL | Project Manager
This $2.8M project consisted of pavement and geometry analysis for rehabilitation of Runway 6-24 (5,000 ft x 150 ft); design provision for Runway 6 standard blast pad; airfield lighting, vault, and navigational aid analysis and design to consider future Runway 6 extension and LED versus Quartz/Halogen technology; temporary and permanent runway marking design; stormwater design and permit application; comprehensive land survey and geotechnical testing programs; comprehensive project and cost administration phase services; and FAA grant pre-application services.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e8e (5 pgs)

Russ Holliday, PE | Airside Design

REHABILITATE, MARK AND LIGHT RUNWAY 18-36

Wauchula Municipal Airport, Wauchula, FL | Project Manager

This $2.9M project included pavement, vertical, and horizontal geometry analysis and design for the Rehabilitation of Runway 18-36 (4000 ft x 75 ft) including a minimum of 50 ft tie-ins at crossing taxiways for grade compliance; design provision for standard Blast Pads on both ends, with associated drainage; Medium Intensity Runway Light (MIRL) rehabilitation, REIL units, Airfield Lighting Vault study and necessary modifications, and Navigational Aids (PAPI-4) analysis and design to consider LED technology; design and coordination with the local power company to mark and light existing power poles and power lines; temporary and permanent runway marking design; storm-water and environmental review design and permit application; obstruction clearing in both approaches; comprehensive project and cost administration services; FAA Grant Application services; and DBE Goal and Methodology Update services.

CONSTRUCT, MARK, AND LIGHT TAXIWAY G

Ormond Beach Municipal Airport, Ormond Beach, FL | Project Manager

This $3.9M project included design of a full-length taxiway Golf parallel to existing Runway 17-35, run-up areas at each taxiway end, full taxiway marking per the runway classification to FAA specifications, new base-mounted LED taxiway lights per FAA standards and criteria, new home-run airfield lighting circuits back to a new electrical vault building, and new Runway End Identifier Light units on Runway 17 and 35 ends. The new electrical vault included a 13 ft x 30 ft pre-cast concrete wall building, site constructed, with new Airport Lighting Control System (ALCS), regulators, conductors, main and auxiliary panels, main disconnects, and HVAC System. A new diesel-powered backup generator with support pad and appurtenances was also constructed.

T-HANGAR TAXIWAY/TAXILANE PHASE 2

Wauchula Municipal Airport, Wauchula, FL | Project Manager

This $273K project consisted of the construction of a new aircraft taxiway connection to Taxiway A, and associated taxilanes leading to future T-Hangars. The construction of the taxiway and taxilane was funded at 100% by the FAA. The project had two main components which were to construct approximately 300 ft of main access taxiway and 600 ft of taxilane, comprising two sets of taxilanes, each approximately 300 ft long. Also included in the project were painted surface markings, turfing around the perimeter of new construction, and associated drainage to convey runoff via pipes and swales to the wet detention pond. The purpose of this construction was to provide aircraft access and staging for proposed T-Hangars.

TAXIWAYS N AND A IMPROVEMENTS

Daytona Beach International Airport, Daytona Beach, FL | Senior Project Engineer

The objectives of this $35M project were to extend the useful life of the taxiway pavements, to update the pavement geometry and to enhance the safety of air operations at the Airport. The project included the rehabilitation of the pavement for the length of Taxiway N from the Western edge (Runway 7L) to the Eastern limit (Runway 25R) including the connector taxiways to the limits of Runway 7L-25R. Taxiway A was rehabilitated for approximately 1,000 ft and was realigned as new construction for approximately 800 ft. Taxiways P4 and P5 were removed and replaced to the location approved by the Airport and FAA. Lighting, marking and signage was replaced/upgraded for each of the taxiways. Drainage improvements were made throughout the limits of the project.

TAXIWAYS B, C, AND L REHABILITATION

Orlando Sanford International Airport, Sanford, FL | Senior Project Engineer

The objectives of this $35M project were to extend the useful life of the taxiway pavements, to update the pavement This $10.8M project includes rehabilitation of a large portion of the taxiway system west of Taxiway R, with focus on Taxiway B. These improvements consist of milling the surface pavement to a depth that will remove a large percentage of the surface cracks, an overlay to bring the asphalt up to grade, and the construction of new paved shoulders. Additional elements of work include new asphalt shoulders, new pavement marking and new taxiway edge lights to reflect the new geometry and grading and drainage improvements as required.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e8e (5 pgs)

Amr Mansour, EI

Airside Design, Technical Production

EDUCATION:
BS, Civil Engineering, University of South Florida (2016)

EXPERIENCE:
Career: 2016 – Present
ICE: 2017 – Present

REGISTRATION:
Engineering-In-Training: FL #1100020644

Mr. Mansour is currently serving as a Roadway Designer, working primarily with aviation projects involving the design of runways, taxiways, aprons, hangars, pavement design and marking, and other airport infrastructure. Since joining ICE, Mr. Mansour has been gaining valuable experience working under the supervision of the professional engineers in our Tampa office for our Airport clients throughout the state of Florida. His experience includes CAD production and assisting with construction plans using FAA design criteria and advisory circulars. In addition, Mr. Mansour also assists with preparation of construction permits, project specifications, and grants related applications. Also, under the supervision of our planning department, Mr. Mansour assists with the production of aviation planning projects including master plans and airport layout plans.

EXPERIENCE:

Perimeter Fence, Ocala International Airport – Ocala, FL | Mr. Mansour served as a Design Engineer and took responsibility of the project design and prepared the bid documents under the supervision of the Project Manager. This project was part of the Capital Improvement Plan (CIP) for the City of Ocala and the Ocala International Airport. The purpose of this project was to eliminate digging under the existing fence by coyotes, gopher tortoises, and other wildlife by constructing a wildlife skirt. A 5' fence skirt was buried a minimum of 36" into the ground under the existing fence fabric and followed the 33,000' (roughly six miles) of existing fence. All swing gates were replaced with sliding gates, and a 6" concrete apron was poured under the gate to limit gaps. ICE provided the design, bidding, and construction phase services for this project. In addition, FDOT and FAA grant packages, grant assurances, and closeouts were provided by ICE.

West Apron Expansion, Destin-Fort Walton Beach Airport – Okaloosa County, FL | Mr. Mansour served as a designer and assisted with the CAD production and provided design assistance. This project consisted of enlarging the West Apron to create five additional commercial aircraft ground loading apron spaces for A319/320 and other narrow body aircraft. The spaces also serve as remain overnight (RON) space for aircraft to base for early flights when all of the existing spaces with jet bridges are full or otherwise under exclusive lease by another airline. ICE worked with airport staff and the FAA to finalize apron dimensions and develop detailed site development plans including airfield pavement structural design, geometrics, markings, lighting requirements, and other aircraft support infrastructure required (tie-downs, ground points, electrical or other infrastructure for ground power units, etc.).

Taxiway "N" Reconstruction – Daytona Beach International Airport, FL | This project is currently under design and consists of the total reconstruction of the existing 2.5-mile-long Taxiway "N" (and Taxiway "A") with reconfigured edge of pavement geometry, paved shoulders widened from 25' to 30' in width, installation of a new stormwater drainage system, and the installation of new LED taxiway edge lights at the Daytona Beach International Airport. ICE is serving as a subconsultant and is performing the taxiway horizontal geometric design and layout and developing the overall construction safety and phasing plans for the project. Mr. Mansour is serving as a Design Engineer and is assisting with the CAD production for the Project.

Apron Expansion, Punta Gorda Airport – Punta Gorda, FL | Mr. Mansour served as a Design Engineer providing design assistance for this project which included the expansion of the aircraft parking aprons north of the existing apron. The Punta Gorda Airport is experiencing rapid growth with Allegiant Air. The project scope included professional engineering services to expand the aircraft parking aprons north of the existing apron to add three additional aircraft parking spaces for the Airbus A319/A320/A321 and 737-800 aircraft. Originally designed with a blast fence for power-in power-out operations, only two positions were originally obtainable, so the airport directed ICE to revise for straight in operation with tug push back. The apron consists of a combination of asphalt and concrete in varying thicknesses for taxiway (4" asphalt/14" limerock), aircraft parking (15"

concrete 6" recycled conc. base), and ground service equipment (concrete 6" recycled conc. base). Drainage was accomplished by the use of trench drains outfalling to a pipe network and then to a retention pond. These positions were remote from the terminal, requiring a covered walkway to all three positions.

Taxiway "C", "D", and "E", Sebastian Municipal Airport – Sebastian, FL | Mr. Mansour served as a Design Engineer and assisted with the CAD production for the project which included several new parallel taxiways to enhance safety at this uncontrolled airport. Several new taxiways were designed to limit the number of runway crossings, decrease the chances of an incursion, and provide a safer route for taxiing aircraft. A full-length parallel Taxiway "C" to Runway 5-23 on the north side was constructed with a partial parallel (Taxiway "D") on the south side. Included was Taxiway "E", a partial parallel taxiway to Runway 10-28 along the south side to move the main GA traffic to the runways. All work was designed in accordance with the 13A Advisory Circular geometry requirements. Stormwater design was performed to minimize ponds by sheet flowing runoff for treatment 62-330.449 F.A.C. and permits through the Water Management District. Airfield signage, pavement design, pavement marking, and a Construction Safety and Phasing Plan (CSPP) were prepared.

Acquisition and Installation of Passenger Loading Bridges, Lake Charles Regional Airport – Calcasieu Parish, LA | Mr. Mansour served as a Designer Engineer on this professional consulting services project that included design, bidding, construction support, and grant administration services. ICE reviewed and verified existing construction and equipment characteristics, assemble plans and specifications for the two new bridges located at Gates 1 and 4, and assist the Airport Authority with bidding. The bridge structure consisted of a ramped fixed tunnel, a rotating rotunda, telescoping bridge tunnel section, a cab with full controls for moving the bridge into position, vertical and horizontal drive system, Airport selected accessories, and provisions to mark or re-mark the apron for the new parking position.

Hugh Leatherman Terminal Design – Charleston County, SC | Mr. Mansour served as a Design Engineer and assisted with the CAD production for the proposed Hugh Leatherman Terminal. He was responsible for the design of stormwater systems, erosion control devices, and scour analysis of the proposed bridges onto the site. The SCDOT is under contract with the Port Access Road design build team to build the mainline bridge into the terminal as well as the relocated Tidewater Road bridge. The HLT project will tie in with the mainline bridge and continue the bridge section to the terminal entrance. The project will also tie in with the new Tidewater Road Bridge and continue until the alignment tie downs with the existing Tidewater Road near the west edge of the terminal site. Each of these bridges cross over Shipyard Creek at a large skew which is a tidally influenced waterbody and prone to storm surge events. Due to the skew and surge conditions a 2-dimensional model was created to determine velocity magnitude and direction at each of the proposed bents. Using the results from the model appropriate scour depths were calculated.

Shade Hangar, Sebastian Municipal Airport – Sebastian, FL | Mr. Mansour served as a Design Engineer and was responsible for the project design and prepared the bid documents under the supervision of the project manager. The City of Sebastian and the Sebastian Municipal Airport desired shade hangars for the west side of the airport. These hangars consist of column(s) support to a roof truss system which stretches and supports a type of polypropylene fabric covering. ICE provided performance specifications for a system meeting the airport's desire to be competitively bid. Site work included re-using much of the existing base material for the new pavement. An in-depth design for the grading, drainage, and permitting of the site was required, as well as obtaining water management permits. ICE was also responsible for administering the bidding process. The Airport desired a total of 14 shade hangars including 12 units for single engine type aircraft, and two larger units for twin engine aircraft.

T-Hangar Replacement, Sarasota Bradenton International Airport – Sarasota, FL | Mr. Mansour served as a Design Engineer and assisted with the CAD production for the replacement of several T-Hangar buildings, including J-4 and J-5 and new T-Hangar buildings J-7 and J-8. The clear door width for the set of buildings was 41.5' x 12'. Each building is a standard (stacked) configuration consisting of 14 units (28 total). Also included in this project were two larger hangar buildings (J-7 and J-8) to the south of Taxiway F. The clear door width for these buildings will be wider than J-4 and J-5 at 47.5' x 14'. Special, larger end units were designed on each of the two buildings with a clear door width of 51' x 16'. At this width, J-7 can accommodate 12 units and J-8 can

accommodate 15, both with a nested configuration. Site work consisted of the removal of the asphalt pads under the Port-a-Port buildings, new drainage pipes, and the relocation of the taxilanes to line up with the new doors. On the buildings, manufactured by Erect-a-Tube, ridge vents were provided for air circulation, exterior building mounted LED lights were provided for taxilane illumination, and door types were bifold type.

Wando Welch Terminal Traffic Flow Improvements, Phase 2 – Mt. Pleasant, SC | Mr. Mansour served as the Design Engineer on this project that included an access improvement, a large expansion to the existing port chassis yard, a 20-acre pavement addition, and a new west access road to accommodate additional queue length of trucks. A new checkpoint and vehicle inspection station was designed at this new location. The existing concrete pavement will be rehabilitated due to its age and for uniformity with the expansion. The rehabilitation consisted of breaking and seating the concrete to such a gradation where it could be overlaid with no danger of reflective cracking. A major reconfiguration of the parking stalls and drive isles was needed to provide ease of operation and truck circulation. A large pond was designed and permitted, and storm drainage structures and large pipes move the water off the pavement and into the retention basin. Site lighting was included by high mast poles.

Wando Welch Terminal Traffic Flow Improvements, Phase I – Mt. Pleasant, SC | Mr. Mansour served as a Design Engineer and assisted with the CAD production for this traffic flow improvements project that consists of providing engineering services to increase traffic throughout the terminal and to help improve traffic safety. The design includes installation of an additional truck lane from the outbound processing Building 441 to the outbound security gate on Long Point Road, expansion of the outbound security gate, extension of the inbound truck queue lanes at Building 401, installation of a new parking lot at Building 442, parking lot modifications, a new driveway at Building 448, and a new paved driveway to Building 419. Conceptual designs for a new roundabout and queue road around the chassis yard and traffic analyses were also performed for three projected terminal growth scenarios: 1.8 Million Twenty-Foot Equivalent Units (TEUs), 2.5 Million TEUs, and 3.0 Million TEUs.

Entrance Road and Parking Lots Reconfiguration Project, St. Pete-Clearwater International Airport – Pinellas County, FL | Mr. Mansour served as a Design Engineer on this project which consisted of the reconfiguration and realignment of the existing ¾ mile long entrance road and the reconfiguration and expansion of the existing parking lots. The realignment of the major access roadway to the airport (Roosevelt Boulevard) and the explosive growth in number of passengers flying in and out of PIE were the driving forces behind this project. ICE served as a subconsultant and performed the entrance roadway/parking lots geometric design and layout and developed the overall construction sequencing plans for this project. ICE was also responsible for the design of the airport parking ticketing and toll plazas, technical specifications, and maintenance of traffic plans. The construction sequencing ensured continuous vehicular access to the terminal and parking areas with safe routes for pedestrians from the parking lots to the terminal building during construction.

PREVIOUS EXPERIENCE:

Internship – City of Largo, FL | Mr. Mansour served as a structural/construction intern and his responsibilities included reviewing structural designs and submittals from consultants and contractors. He also reviewed construction procedures, auger cast piles, micropiles, driven precast piles, steel installation, and concrete slabs installation. Mr. Mansour conducted various construction managements tasks such as scheduling values and pay applications, field and change orders, and work directive changes. He also worked with professionals on general civil engineering tasks such as sanitary sewer rehab process documents, conducted site surveying and analyzed data to execute civil engineering projects and performed data collection and statistical analysis that resulted in sound recommendations that were adopted by the department. Additionally, Mr. Mansour utilized AutoCAD software, produced drawings, maintained, archived and retrieved CAD files and drawing documents.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e8e (5 pgs)

SAMEH MAXIMOS, PE

Technical Production

EDUCATION:
MS, Information System Management, Keller Graduate School of Management (2002) | BS, Civil Engineering, Ain Shams University (1991)

EXPERIENCE:
Career: 2000 – Present
ICE: 2019 – Present

REGISTRATION:
Professional Engineer:
LA #PE.0036521
GA #PE036131

Mr. Maximos has more than 20 years of experience in civil engineering planning, design and project management of aviation projects at commercial service and general aviation airports. He has been responsible for numerous design teams on projects ranging from aviation authorities to state DOTs, including new and rehabilitated runways and parking aprons.

EXPERIENCE:

Aviation Engineering/Architecture Services for Airport Development Projects, Livingston Executive Airport – Livingston Parish, LA | Mr. Maximos serves as the Lead Engineer for this project which includes providing program development services for the justification, design, and construction of a new airport in Livingston Parish, Louisiana known as the proposed Livingston Executive Airport. His responsibilities include design of all aspects of the airport including entrance road, apron, taxiway, and runway. This project includes a Justification Study for the proposed airport to enter the FAA's National Plan of Integrated Airport Systems (NPIAS), a feasibility study and preliminary engineering report for the proposed airport site airport master plan update; website development, community engagement and stakeholder engagement meetings; environmental analysis and permitting; architectural project visioning and conceptual design (including 3D renderings and fly throughs of the recommended airport concept); architectural preliminary building facilities design; engineering airport development and design; and Benefit-Cost Analysis (BCA). It is anticipated that the airport will be constructed and open within the next five years.

Airfield Pavement Rehabilitation, False River Regional Airport – New Roads, LA | Mr. Maximos served as a civil engineer responsible for providing construction administration and inspection support. This project consists of full-depth reconstruction, milling and overlay on runway 18-36 and connector taxiways, runway 18-36 full-depth repairs, parallel taxiway sealcoat, and pavement markings.

Perimeter Fencing, DeQuincy Industrial Airpark – DeQuincy, LA | Mr. Maximos serves as Construction Project Manager responsible for overseeing construction administration and inspection services. This project consists of replacing and installing approximately 17,000 linear feet of 6' chain link fence, new dual swing gates, and clearing and grubbing a 20' wide path.

New Terminal Apron and Fuel Farm, Marion County Airport – Buena Vista, GA | Mr. Maximos served as Project Manager and Engineer of Record providing engineering design services for the new ± 8,600 square yard Apron and Fuel Farm. The project will include a 35-foot-wide partial parallel taxiway tying to existing taxiway turnaround at Runway 32 End, and a stub taxiway connecting the new apron. The project will be tied to the road with a new driveway and parking.

Obstruction Removal Design, Dr. CP Savage Sr. Airport – Montezuma, GA | Mr. Maximos, serving as Project Manager, led the preparation of construction drawings and specifications for the design of obstruction removal at the airport and managed the bidding and procurement processes. His responsibilities also included providing construction observation and administration services for the project.

Runway 8-26 Extension, Burke County Airport – Waynesboro, GA | As Project Manager and Engineer of Record, Mr. Maximos provided a fast-tracked design which included plans and specifications for the additional 1,000' x 75' extension and taxiway turnarounds to meet the expedited schedule of GDOT and the Governor's program. The project also required the removal of obstruction berm, drainage, wetland mitigation, and the replacement of the runway lighting system.

Project Manager Case Study – The following case study illustrates Mr. Maximos' experience in issue resolution, providing leadership in a project team environment, and demonstrates his ability to reach consensus

Sameh Maximos, PE | Technical Production

and resolve issues. The Runway 8-26 Extension project at Burke County Airport was an accelerated project due to the funding timeline provided by the Governor of Georgia. The Project Manager was handed a 90% complete project that had been designed six years earlier. He started the project by meeting with the client to understand the Airport's needs, not only for this project but for other current issues and future projects. When he received the proposed Statement of Work from GDOT, he evaluated what he had and proposed a change of scope to benefit the Airport and its safety, as well as reduce the cost for future projects. After extensive deliberation with GDOT, a consensus was reached to implement the scope change. Meanwhile, the design was progressing concurrently so as to not miss deadlines. On the project design side, the PM conducted weekly progress meetings, mitigating conflicts between the disciplines and between old and new designs to follow current standards, while continuously updating the stake holders on the progress.

Runway 14-32 Pavement Rehabilitation, New Runway Lighting, and a Perimeter Fence, Marion County Airport – Buena Vista, GA | Mr. Maximos served as Project Manager and Engineer of Record providing engineering design services for the rehabilitation of all of the airfield pavement. The Project included a crack relief interlayer and GDOT – 400 resurfacing. His responsibilities also included overseeing construction of the three projects at 82A, which will improve the airport's safety operations.

Crack Seal and Remarking of Runway 18-36, Dr. C P Savage Sr. Airport – Montezuma, GA | As Project Manager, Mr. Maximos managed the preparation of construction documents, bidding, procurement, and provided construction administration services for the completion of the Project. This Project involves the repair of Runway 18-36 by means of sterilizing, routing, cleaning, and sealing cracks found on the 4,220' x 75' asphaltic runway. The Project also included the replacement of runway pavement markings.

Runway 9L Taxiway and Pavement Replacement, Hartsfield-Jackson Atlanta International Airport – Atlanta, GA | Mr. Maximos, Deputy Project Manager, was responsible for the development of the design for taxiway and pavement replacement of Runway 9L to coordinate with the future end around taxiway grading.

Crack Seal, Shoulder Removal and Remarking of Runway 15-33, Plantation Airpark – Sylvania, GA | As Project Manager, Mr. Maximos managed the preparation of construction documents, bidding, procurement, and provided construction administration services for the completion of the project. This project involves the repair of Runway 15-35 by means of sterilizing, routing, cleaning, and sealing cracks found on the 3,787' x 75' asphaltic runway. The project also included the removal of the taxiway shoulders and replacement of pavement markings.

Taxiway "B" South Reconstruction, Baton Rouge Metropolitan Airport – Baton Rouge, LA | As Project Manager, Mr. Maximos managed the replacement of the southern portions of Taxiway "B" to correct runway separation. He also provided technical support and construction administration for the demolition and full depth reconstruction of the 2,700 LF asphaltic concrete taxiway, taxiway lighting improvements, and partial runway rehabilitation. He provided proactive project coordination with airfield stakeholders including the City, LaDOTD, and FAA to implement a smooth construction approach to minimize impacts to airfield operations.

Taxiway "A" South Construction, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | As Project Manager, Mr. Maximos provided technical support for the design team and oversaw the construction observation and administration of 4,300 LF of the new asphaltic concrete parallel taxiway and two 400 LF sections of new taxiways connector.

Taxiway Extension, DeQuincy Industrial Airpark – DeQuincy, LA | Mr. Maximos, serving as Project Manager and Engineer of Record, was responsible for the design and preparation of construction documents for this 1,700 LF asphaltic concrete parallel taxiway extension. He provided construction observation and administration for this project which also included environmental permitting, wetland mitigation, and major storm system design.

Taxiway Extension, Fuel Farm and an AWOS, DeQuincy Industrial Airpark – DeQuincy, LA | Mr. Maximos, Project Manager and Engineer of Record, was responsible for design and preparation of construction documents. He also specified requirements for the fuel farm and the AWOS system. Mr. Maximos provided

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pgs)

construction observation and administration for the three projects. The 1,700 LF asphaltic concrete parallel taxiway extension included environmental permitting, wetland mitigation, and major storm system design.

Drainage Rehabilitation, False River Regional Airport – New Roads, LA | As Project Manager, Mr. Maximos was responsible for project management and administration, design, construction supervision, and inspection for the installation of inlet aprons, pipe replacement, structure repair, and complete system evaluation. He also provided close coordination with LaDOTD and FAA staff to successfully integrate the design requirements and expectations to improve a worsening drainage problem on the airfield.

Pavement Defects Evaluation, False River Regional Airport – New Roads, LA | Mr. Maximos served as Project Manager and provided project management and technical support to survey, evaluate, recommend and report on the pavement condition in general and on defective areas in particular.

Runway 13-31 and Taxiway "B" North Rehabilitation, Baton Rouge Metropolitan Airport – Baton Rouge, LA | As Project Manager, Mr. Maximos managed the rehabilitation of a 7,000 LF runway and a 4,300 LF taxiway, the reconstruction of a700 LF taxiway and the construction of a new 200 LF asphalt connector. He also provided technical support and construction administration for the project. Provided proactive coordination with airfield stakeholders including the City, LaDOTD and FAA, to implement a construction approach to minimize impacts to airfield operations.

Taxilane Construction and Perimeter Fence, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | Mr. Maximos served as Project Manager providing project management and administration, design, and construction supervision for a new 600 LF asphaltic concrete taxilane connector, including pavement design, drainage, and marking. The project also included a full new perimeter fence.

MoDOT Bridges Safe and Sound Project – Statewide, Missouri | Mr. Maximos performed analysis and design, along with preparation of the construction documents for a set of bridges out of the 802 new or improved/replaced bridges. He utilized MicroStation and ProjectWise.

Taxiway "A" North Paving, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | Mr. Maximos, Project Manager, was responsible for providing general project administration, construction supervision and inspection for the 2,900 LF of a new asphaltic concrete parallel taxiway and 1,200 LF of new connector taxiways project.

Rehabilitate and Expand South Air Carrier Apron Phase II, Baton Rouge Metropolitan Airport – Baton Rouge, LA | As Project Manager, Mr. Maximos provided technical support and construction administration for a 50,000 SF concrete apron with underdrain system.

Terminal Area Roads and Service Roads, Ras Abu Abbouad Motorway and Approach Interchange, New Doha International Airport – Doha, Qatar | Mr. Maximos served as Civil Engineer responsible for preparing preliminary engineering drawings and supporting calculations for the transportation drawings, roadways plan and profile sheets, ROW limits, road modifications at approach interchanges, bridge structural drawings with plans, elevation and sections. He also designed the drainage ditches and the collection system. The British and AASHTO standards were utilized in the design with adaptation of the local Qatari standards.

Hartsfield-Jackson Atlanta International Airport – Atlanta, GA | As Designer, Mr. Maximos' responsibilities included site grading for the re-routing of underground power tunnel with plan and profiles for the duct-banks, mitigating differences in the design with the architectural firm and achieved confirmation from both sides. Mr. Maximos also performed architectural work and layouts for Atlanta airport auxiliary buildings, and Bank of America offices. He conducted site inspection and survey for Atlanta airport electrical system and prepared corresponding engineering drawings and single line diagram drawings. He acted as liaison between senior engineers and CADD technicians across different disciplines and performed projects file system set up and maintenance.

MIKE ALLEN

Technical Production

Since 1991, Mr. Allen has been providing roadway design services. He has worked directly with project managers and project engineers in roadway design. He has been responsible for efficiently maintaining various aspects of civil design projects while ensuring adherence to design standards through the use of MicroStation, GEOPAK and FDOT Site Menu. Mr. Allen has roadway design experience in Florida, Tennessee, and South Carolina.

EDUCATION:
Associate Degree in Computer Aided Drafting and Design, United Electronics Institute (1991)

EXPERIENCE:
Career: 1991 – Present
ICE: 2016 – Present

PUBLICATIONS USED IN PLAN PRODUCTION:

- FDOT Plans Preparations Manual Volumes 1 & 2
- FDOT Design Standards
- FDOT CADD/CPCH Standards Manual
- FDOT Drainage Manual
- FDOT Basis of Estimates Manual
- FDOT Specifications Manual
- AASHTO Green Book
- MUTCD Manual

EXPERIENCE:

West Apron Expansion, Destin-Fort Walton Beach Airport – Okaloosa County, FL | This Project will enlarge the West Apron at VPS in order to create additional ground loading apron spaces and overflow rest overnight (RON) space for aircraft to base overnight for early flights when all of the existing spaces with jet bridges are full or otherwise under exclusive lease by another airline. ICE is working with Airport staff and the FAA to finalize apron dimensions and develop detailed site development plans including airfield pavement structural design, geometrics, markings, lighting requirements, and other aircraft support infrastructure required (tie-downs, ground points, electrical or other infrastructure for ground power units, etc.). Mr. Allen served as a Designer for the planning, design, and production of plans for this Apron Expansion Project.

Taxiway "N" Reconstruction, Daytona Beach International Airport – Daytona Beach, FL | This project consisted of the total reconstruction of the existing 2.5-mile-long Taxiway "N" (and Taxiway "A") with reconfigured edge of pavement geometry, paved shoulders widened from 25' to 30' in width, installation of a new storm water drainage system, and the installation of new LED taxiway edge lights at the Daytona Beach International Airport (DAB). ICE served as a subconsultant and is performing the taxiway horizontal geometric design and layout and developing the overall construction safety and phasing plans for the Project. Mr. Allen served as a Designer and is responsible for quantity calculations and Construction Phasing Plan revisions for this project.

Apron Expansion, Punta Gorda Airport – Punta Gorda, Florida | Mr. Allen served as a Designer for the planning, design and CAD production of plans for this Apron Expansion Project at the Punta Gorda Airport which is experiencing rapid growth with Allegiant Air. The project scope included professional engineering services to expand the aircraft parking aprons north of the existing apron to add three additional aircraft parking spaces for the Airbus A319/A320/A321 and 737-800 aircraft. Originally designed with a blast fence for power-in power-out operations, only two positions were originally obtainable so the airport directed ICE to revise for straight in operation with tug push back. The apron consists of a combination of asphalt and concrete in varying thicknesses for taxiway (4" asphalt/ 14" limerock), aircraft parking (15" concrete 6" recycled conc. base), and ground service equipment (concrete 6" recycled conc. base). Drainage was accomplished by the use of trench drains outfalling to a pipe network and then to a retention pond. These positions were remote from the terminal, requiring a covered walkway to all three positions.

Taxiways "C," "D," and "E," Sebastian Municipal Airport – Sebastian, FL | Mr. Allen served as a Designer for the planning, design, and production of plans for a new ADG II parallel taxiway to Runway 5-23. A safety concern exists at the airport with aircraft entering and exiting the Runway 5 threshold in that they must cross active runways three times when taxiing from the busy MRO tenant area. One of these crossings involves the intersection of both runways, providing difficult visibility for pilots at this uncontrolled airport. The design included the removal of the taxiway connector that crosses both runways, a west parallel taxiway to 5-23 (Taxiway "C"), a partial parallel to the east (Taxiway "D"), and a partial parallel to Runway 10-28 (Taxiway "E"). Major components of the design included geometric design to new FAA AC 150/5300-13A fillet and radii standards,

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9fa5e8 (Count.)

stormwater ponds and relocation of existing infield drainage, Environmental Resource Permit from SJRWMD, and airfield guide signs (entire airport).

T-Hangar Replacement, Sarasota Bradenton International Airport – Sarasota, Florida | Serving as a Designer, Mr. Allen was responsible for plans production, quantities, and production submittals. The clear door width for the set of buildings was 41.5' x 12'. Each building is a standard (stacked) configuration consisting of 14 units (28 total). Also included in this project were two larger hangar buildings (J-7 and J-8) to the south of Taxiway F. The clear door width for these buildings will be wider than J-4 and J-5 at 47.5' x 14'. Special, larger end units were designed on each of the two buildings with a clear door width of 51' x 16'. At this width, J-7 can accommodate 12 units and J-8 can accommodate 15, both with a nested configuration. Site work consisted of the removal of the asphalt pads under the Port-a-Port buildings, new drainage pipes, and the relocation of the taxilanes to line up with the new doors. On the buildings, manufactured by Erect-a-Tube, ridge vents were provided for air circulation, exterior building mounted LED lights were provided for taxilane illumination, and door types were bifold.

Wando Welch Terminal Traffic Flow Improvements, Phase I – Charleston County, SC | Mr. Allen served as a Designer and provided CAD services and coordination efforts for this traffic flow improvements project that consists of providing engineering services to increase traffic throughout the terminal and to help improve traffic safety. The design includes installation of an additional truck lane from the outbound processing Building 441 to the outbound security gate on Long Point Road, expansion of the outbound security gate, extension of the inbound truck queue lanes at Building 401, installation of a new parking lot at Building 442, parking lot modifications, a new driveway at Building 448, and a new paved driveway to Building 419. Conceptual designs for a new roundabout and queue road around the chassis yard and traffic analyses were also performed for three projected terminal growth scenarios: 1.8 Million Twenty-Foot Equivalent Units (TEUs), 2.5 Million TEUs, and 3.0 Million TEUs.

Entrance Road and Parking Lots Reconfiguration Project, St. Pete-Clearwater International Airport – Clearwater, FL | Mr. Allen served as a Designer responsible for the design of a relocated airside perimeter road due to the widening of Roosevelt Blvd. and the Pinellas Gateway Project. Terminal Parking improvements encompassed the entire site, with a complete reconfiguration. As a major subconsultant to another firm, he was responsible for the Maintenance of Traffic (MOT) Plans. Also, the performance-based specifications for the toll plaza relocation and covered new canopy.

I-77 Widening & Rehabilitation (MM 15-27) – Richland County, SC | ICE was the Primary Design Consultant responsible for successfully delivering all engineering services required for this Design-Build (DB) project. The work involved widening the interstate by adding one lane in the median in each direction for seven miles to include widening of 10 mainline bridges over roadways and streams. This section also included rehabilitation of an asphalt overlay with a concrete base and cross slope verification/correction. The work also included eight additional miles of pavement rehabilitation and cross slope verification/correction of southbound lanes. The pavement throughout the project consisted of asphalt overlay with a concrete base. Mr. Allen served as a Roadway Designer responsible for assisting in the development on the maintenance of traffic plans for this interstate widening project.

SR 580 (Hillsborough Avenue) – Tampa, FL | Mr. Allen served as a Roadway Designer responsible for the drafting of plans to produce FDOT roadway milling and resurfacing plans, including key sheet, typical sections, plan & profile, cross sections, drainage structures, signing & marking sheets and signal sheets.

Knights Griffin Road – Plant City, FL | Mr. Allen served as a Roadway Designer responsible for the production of design plans using MicroStation, GEOPAK and FDOT Software to produce Hillsborough County Roadway Plans. The plans included key sheet, typical sections, general notes, plan & profile, cross sections, utility adjustments, signing and marking sheets and quantity calculations/computation book.

Bruce B. Downs (CR 581)/131st Street Intersection Improvement Project – Tampa, FL | Mr. Allen served as a Roadway Designer responsible for the production of design plans using MicroStation, GEOPAK and FDOT Software to produce Hillsborough County Roadway Plans. The plans included key sheet, typical sections, plan & profile, cross sections, utility adjustments, signing and marking sheets, traffic counts and quantity calculations/computation book.

MARTY MORLAN, PE, ENV SP

Stormwater

EDUCATION:
BS, Civil Engineering, University of Florida (1987)

EXPERIENCE:
Career: 1988 – Present
ICE: 2021 – Present

REGISTRATION:
Professional Engineer: FL #45326
Envision Sustainability Professional (ENV SP)

Mr. Morlan has more than three decades worth of experience in the planning, design, and construction of a wide variety of civil engineering projects (over 175 projects) including transportation, civil/site, stormwater master planning/design, recreational trail and park development. He has strong project management and design experience, including extensive roadway, drainage, and permitting experience. Mr. Morlan has been responsible for all phases of transportation projects from the initial planning and studies, through the final design and permitting as well as during the construction phase. Throughout his diverse career, he has been responsible for preparing preliminary design; conducting various drainage and roadway evaluation studies; preparing final design plans, construction plans, and permit documents; preparation of stormwater studies and designs; providing cost estimating and bid evaluations; coordinating subconsultants; conducting public meetings; providing utility coordination; performing post-design services during construction; performing project management duties; and providing quality control reviews. He provides a unique understanding of issues faced by local governments and agencies, having spent almost ten years of his career with Pinellas County government in the Engineering Division where he managed consultant projects, managed in-house design teams for transportation and stormwater capital improvement projects. He has filled a wide variety of roles as a project manager, engineer, and quality control reviewer for projects/governments. Mr. Morlan also has served clients with expert witness testimonies, GEC project manager, as well as local agency plan reviews for FDOT.

EXPERIENCE:

Miscellaneous Stormwater Consultant Contract, City of Tarpon Springs – Pinellas County, FL | Mr. Morlan managed this miscellaneous contract which included 6 task assignments ranging from preparing an update to the City's stormwater masterplan (Stormwater Action Plan) which included the development of proposed stormwater solutions/projects for 36 problem areas throughout the city and costs as well and developing a 6-year CIP for implementation. Additional assignments included preparing construction plans and performing analysis of multiple stormwater alternatives (ponds, pipes, structures, etc.) throughout the city.

Rockport Terminal Facility - Miscellaneous Stormwater Services for Water Quality Monitoring, CSX Transportation – Tampa, FL | Mr. Morlan performed a stormwater analysis and prepared an ICPR hydrologic/hydraulic model to aid in the design of an outfall control weir (20 feet long) which was designed as a flow measure device (with v-notch). The stormwater model was used to simulate a 100-year storm event to ensure that no flooding of existing buildings/structures would occur as a result of the addition of the outfall control weir structure.

GEC Stormwater Review, I-275 in Tampa and I-75 through Pasco County, FDOT District 7 – Districtwide, FL | Mr. Morlan performed groundwater mounding analysis review for the FL Department of Transportation's drainage department for design-build projects. The review was conducted on multiple stormwater facilities in close proximity to legacy hazardous material properties.

Gerdau Baldwin Steel Mill Floodplain Mapping – Duval County, FL | Mr. Morlan served as Engineer of Record for the stormwater evaluation and floodplain map revision of this 850-acre steel mill site in western Jacksonville. To support the proposed steel mill expansion, prepared an ICPR stormwater model of the subject property to determine the 100-year floodplain elevation for the property. The model development included calibration using Tropical Storm Debbie (17 inches rainfall/72 hours) Services included: stormwater modelling, City of Jacksonville permitting, preparation of a FEMA FIRM Letter of Map Revision (LOMR).

Marty Morlan, PE, ENV SP | Storwater

10th Street Outfall Stormwater Water Quality Improvements – City of Sarasota, FL | Mr. Morlan served as Lead Stormwater Engineer responsible for preparing a BMP Alternatives Report and Preliminary Design for this water quality improvement at the outfall to Sarasota Bay from a 467-acre drainage basin in downtown City of Sarasota. Researched/investigated alternatives (baffle box, sediment sump, wetland marsh). Coordinated proposed alternatives with the proposed FDOT US 41 Roundabout Project. Prepared nutrient reduction calculations, benefit/cost, evaluation of alternatives, and review of Sarasota County Hudson-Bayou stormwater ICPR model and project coordination.

Main Street (Nebraska Avenue) - Congress Street to Rowan Road – Pasco County, FL | Mr. Morlan served as Project Engineer responsible for the complete stormwater design and permitting of an urban curb and gutter 3-lane roadway. Duties included stormwater design, wet-detention pond design, wetland mitigation and floodplain compensation. Prepared and received a Southwest FL Water Management District ERP permit. Project involved 0.6 miles of 2-lane rural widening, including paved shoulders, pond site study, traffic control plans, right-of-way mapping, and environmental study and mitigation of wetlands, permitting and public involvement.

Indian River Drive Stormwater Quality Retrofit and Traffic Calming Improvements – Martin County, FL | This project combined proposed roadway improvements and traffic calming along Indian River Drive with proposed stormwater improvements. The Indian River Drive Stormwater Quality Retrofit proposes to provide a treatment train of Best Management Practices (BMPs). The project proposes to utilize a treatment train of interlocking grass-pave system to initially intercept overland runoff flowing across the roadway to direct it into the ground, then excess runoff will be directed into either a bio-swale detention area or an exfiltration trench for further treatment and then into a 2nd Generation Nutrient Separating Baffle Box prior to discharge into the Indian River Lagoon. The proposed roadway and traffic calming improvements includes the milling and resurfacing of approx. 1,000 feet of Indian River Drive (a rural 2-lane roadway) and the addition of a 10 ft. wide sidewalk and concrete curb along the east side near the Indian River. Minor pavement widening was also added. There are two 24-foot-long speed tables (with 10-foot-wide stamped asphalt crosswalks and raised medians) proposed to provide speed reduction and to allow pedestrians to safely cross the roadway. Curb inlets and stormwater were added to collect the street runoff and direct discharge into a proposed pond with bio-swale and treatment device (baffle box). Mr. Morlan served as the Lead Design Engineer for the complete roadway and some drainage aspects of the project. Mr. Morlan was responsible for the design of geometry of the proposed roadway, sidewalk, curbs and raised crosswalks/speed table. Mr. Morlan also was responsible for the vertical profile design to provide constructability of the roadway cross-sections and keep the improvements within the available narrow (30'-50') right-of-way. Mr. Morlan's design work included the horizontal and vertical layout and design of the proposed curb inlets and storm sewer system.

West Livingston Street Extension Complete Street – Orlando, FL | Mr. Morlan served as Project Engineer for this roadway and streetscape design which is located within the new University of Central FL's downtown campus in the new Creative Village in Downtown Orlando. The 2-lane urban complete street was designed with bike lanes, landscaping, hardscaping (pavers), streetlighting, on-street parking, pedestrian amenities (benches, bike racks, planters) and 10 ft. wide sidewalks. Street tree wells included innovative stormwater design to maximize exfiltration and provide additional water quality treatment. Project included provisions for the Contractor to properly handle the existing arsenic soils on-site during the construction phase.

Roosevelt Boulevard Roadway and Stormwater Improvements – Tarpon Springs, FL | Mr. Morlan served as Project Manager and EOR for this roadway and stormwater improvement project. The roadway was a 2-lane rural local street located near the west end of Dodecanese Boulevard near the City's famous sponge docks. The project area was frequently flooded being adjacent to the Anclote River, lacked stormwater infrastructure which contributed to deteriorated pavement conditions. The project included pavement reconstruction, removal of existing brick roadway, providing an urban 2-lane street with curb and gutter, storm sewer, 6 ft sidewalk and coordination/design with marina entrances, on-street parking as well as an off-site swale/culvert drainage system.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e8e (5 pt.)

LAUREN WARMUTH, PE

Stormwater

EDUCATION:
BS, Civil Engineering, University of South Carolina (2002)

EXPERIENCE:
Career: 2000 – Present
ICE: 2015 – Present

REGISTRATION:
Professional Engineer:
SC #25825
FL #68106
GA #PE033053
MS #18543
NC #034242
TN #112312

OTHER TRAINING:
- FHWA Urban Drainage Design
- FHWA River Engineering for Highway Encroachments
- DTM Solutions: GEOPAK Drainage Training Class
- 2D Hydrodynamic Flow and Transport with Surface-Water Modeling System

PROFESSIONAL ORGs:
- Member, American Society of Civil Engineers
- Member, SC Association of Stormwater Managers

Ms. Warmuth began her engineering career in 2000 and specializes in drainage design and stormwater management. She designs all aspects of highway drainage systems and is well-versed in a variety of hydrologic/hydraulic modeling software, including HEC2, HEC-RAS, HEC-GeoRAS, HEC-HMS, Hydraflow, FESWMS, WSPRO, XP-SWMM, GEOPAK Drainage, StormCAD, CivilStorm, HY-8, HYCHL, and TR-55. Ms. Warmuth is also proficient in sediment and erosion control design as required by NPDES regulations and has experience with the SEDCAD sedimentology computer model. Additionally, her experience consists of designing numerous water quality BMPs including dry detention ponds and infiltration ponds.

EXPERIENCE:

Greenlawn Streetscape – City of Beaufort, SC | This project, awarded under the City of Beaufort IDC, consisted of widening the existing roadway to provide on-street parking, installing sidewalks, storm drainage improvements, street lighting, and landscaping along Greenlawn Street. Ms. Warmuth served as a Senior Water Resources Engineer responsible for stormwater system design, OCRM permitting, and drainage and erosion control plans.

Office Park Road at Pope Avenue and New Orleans Road – Hilton Head Island, SC | This project consisted of the intersection improvements at Office Park Road, Pope Avenue and New Orleans Road and included the addition of a signalized intersection, widening New Orleans Road approach from four lanes to five lanes, widening Office Park Road from three lanes to four lanes and widening south bound Pope Avenue from five lanes to six lanes and retaining the north bound Pope Avenue section at its current 6-lane configuration. Ms. Warmuth served as a Hydraulic Engineer responsible for the stormwater management design that included sedimentation and erosion control design.

38th Avenue North – Myrtle Beach, SC | Ms. Warmuth served as a Project Engineer and performed hydrologic and hydrographic analysis for this road widening project in Myrtle Beach. She designed stormwater drainage facilities using Hydraflow Storm Sewers and SWMM. The Project included road widening from a three-lane shoulder section to a five-lane curb and gutter section. The project consisted of widening a section of 38th Avenue North between US-17 Bypass and Robert Grissom Parkway to five lanes. This project also included a turn lane, bike lanes, and sidewalks.

Extension of I-20 South Frontage Road – Vicksburg, MS | Ms. Warmuth served as Project Engineer and performed hydrologic and hydraulic analyses in accordance with the MDOT Stormwater Management Plan as part of a roadway project to connect two frontage roads over Old Highway 27 and the KCSRR. The extension of an existing box culvert at Durden Creek was also analyzed using HY-8 software. The proposed drainage and erosion control features were a key factor in developing right-of-requirements due to the significant roadway fill heights and the associated benching requirements.

I-26 Widening (MM 85-101), Segments 1, 2, & 3 – Richland, Lexington, & Newberry Counties, SC | This 16-mile widening, and reconstruction Design-Build project consists of widening I-26 from four to six lanes for approximately 12 miles and from four to eight lanes for approximately four miles. It also includes three new interchanges and eight overpasses. Ms. Warmuth is responsible for providing roadway drainage design reports to

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e8e (5 pt.)

include field investigations, NPDES permitting, outfall summaries, and channel designs. She is also preparing the roadway drainage design reports to include updates to preliminary drainage design, bridge deck drainage calculations, GeoPAK drainage and Hw/D summaries, storm sewer system for 50-year storm event, sediment and erosion control designs, water quality and post construction designs and supporting documentation.

Replacement of Five Bridges on I-20 – Aiken County, SC | ICE is providing turn-key engineering design services, as a subconsultant, on I-20 East Bound and West Bound lanes over South Edisto River as a part of an I-20 Bridge Replacement Contract that includes five bridge sites. Bridge analysis and HEC-RAS modeling over the river are being performed in accordance with the SCDOT Requirements for Hydraulic Design Studies. Ms. Warmuth is serving a hydraulic engineer responsible for modeling the bridges to determine the hydraulic opening, scour, and associated roadway drainage. This project will require FEMA coordination.

Ripley Station Road Bridge Replacement – Lexington County, SC | Ms. Warmuth is serving as a senior hydraulic engineer responsible for reviewing the bridge hydraulic model and risk assessment report. This project consists of the design services necessary to replace the bridge over Rawls Creek and associated roadway approaches on Ripley Station Road in Irmo. The ICE Team will provide surveying, environmental permitting, geotechnical design, preliminary and final design and plans, utility coordination, and construction support services.

I-95 South Bound over Bagshaw Swamp and I-95 South Bound over SC 46 – Jasper County, SC | Ms. Warmuth is serving as a senior hydraulic engineer responsible for field investigations aiding in the hydraulic design and the quality control of the proposed bridges. The ICE Team will provide project management, field surveys, environmental documentation and permitting, subsurface utility engineering (SUE), bridge/structural design and plans development, roadway design and plans development, geotechnical investigations and reports, hydraulic design, hazardous material survey and reports, utility coordination and plans development, and construction phase support services. The new bridges will accommodate two 12-foot travel lanes and appropriate shoulders. The proposed bridge over Bagshaw Swamp will be approximately 120 feet in length, and the proposed bridge over SC 46 will be approximately 160 feet in length.

Clements Ferry Road Widening, Phase II – Berkeley County, SC | This project consists of widening Clements Ferry Road for approximately 4.5 miles from Jack Primus Road to SC 41. The improvements involve widening the two-lane roadway to a four-lane curb and gutter section with a raised planted median and multi-use path along one side of the roadway. The project also includes construction of a new bridge over Martins Creek and the widening of an existing bridge over an unnamed tributary. This stretch of roadway has a current ADT of 14,200 and includes four signalized intersections. Ms. Warmuth served as a Senior Hydraulic Engineer responsible for reviewing the storm drainage plans and bridge hydraulic model.

Mossy Oaks Watershed Study – City of Beaufort/Town of Port Royal, SC | Ms. Warmuth serves as a senior drainage engineer for the analysis of widespread flooding issues in the Mossy Oaks district in the City of Beaufort and Town of Port Royal. This Project, awarded under the City of Beaufort IDC, involves hydraulic modeling of drainage infrastructure within a 700-acre developed watershed, which will be accomplished using the CivilStorm hydrodynamic flood routing and analysis software. Since the Project is located within a tidal zone, it is also necessary to determine storm surge flooding effects within the watershed. She is providing QA/QC services on the design of the two-dimensional hydrodynamic model of Beaufort River and Battery Creek. This two-dimensional model is being developed using the Surface-Water Modeling System (SMS) software and accepted surge analysis methodologies to model the impacts of extreme tropical storm events on the watershed.

Ride III Dirt Road Paving Project Group 1 – Horry County, SC | ICE is serving as a subconsultant to the primary design firm on this Dirt Road Paving Project which consists of the permitting, design, right of way acquisition, and construction management of the first group of County dirt roads to be paved (25 miles) identified in the 2016 Capital Project Sales Tax referendum. Ms. Warmuth is serving as a Hydraulic Engineer and is responsible for leading the drainage design and QA/QC.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pt.)

BOB STEELE, SET

Stormwater

EDUCATION:
BS, Biology, Liberty University (1977) | Diploma, Sanitary Engineer, International Correspondence Schools (1967) | Diploma, Highway Engineer, International Correspondence Schools (1965)

EXPERIENCE:
Career: 1961 – Present
ICE: 2013 – Present

CERTIFICATIONS:
- Certified Senior Engineering Technician, 1979
- Certified Master Modeler – "Stormwater Systems"; Haestad Methods, 2003
- Certificate of Mastery – Completed 30-Hours of Website Training for modeling with XP-SWMM software; XP-Software, Inc., 2008

Mr. Steele is responsible for technical support and design of storm drainage systems, including hydrological studies, storm water management plans, flood studies and general activities as associated with bridge replacement assignments, roadway design, aviation, and land development/sitework projects. Mr. Steele has conducted numerous in-house Hydrology and Hydraulic training seminars for drainage design engineers and designers as well as SCDOT. The training seminar included the use of HEC-RAS, XP-SWMM for selected engineers and designers. During 2006, he was invited to work with XP-Software in "beta testing" the newest version of XP-SWMM.

EXPERINCE:

I-77 Widening & Rehabilitation Project (MM 15 to MM 27) – Richland County, SC | The work involved widening the interstate by adding one lane in the median in each direction for seven miles to include widening of 10 mainline bridges over roadways and streams. This section also included rehabilitation of an asphalt overlay with a concrete base and cross slope verification/correction. The work also included eight additional miles of pavement rehabilitation and cross slope verification/correction of southbound lanes. The pavement throughout the project consisted of asphalt overlay with a concrete base. Mr. Steele served Senior Hydrologist and performed drainage analysis of the existing culverts using HY-8 and XP-Storm. By using XP-Storm he was able to include the upstream storage to account for "real-time" conditions. All analyses were checked for conformity to current SCDOT requirements. Additionally, he built several XP-Storm dynamic models of existing storm sewer systems to check the design more accurately.

S-107 (Alligator Road) Widening – Florence County, SC | This seven-mile project includes widening from a two-lane rural roadway to a three-lane section segment from US 76 to S-103 and to a five-lane curb and gutter section with sidewalk from S-103 to west of US 52. This project also includes replacing the existing structures over I-95 and Alligator Branch Swamp Tributary and major intersection improvements at the US 52 intersection. Mr. Steele serves as a Senior Hydraulic Designer and is responsible for assisting with drainage calculations for this project.

I-85 Widening (MM 80 to 96) – Spartanburg and Cherokee Counties, SC | Mr. Steele assisted in a detailed drainage study and report of the existing drainage systems for this interstate widening project. This project consisted of the development of the Environmental Assessment and Design-Build preparation for widening approximately 16 miles of interstate. Along the approximately 16-mile project area, interchanges at Exit 83 – Battleground Road (SC 110), Exit 87 – Green River Road (S-39), Exit 95 – Pleasant School Road (S-82), and Exit 96 – Shelby Highway (SC 18) were modified to bring them into compliance with state and federal design requirements. The project also included adding a travel lane in each direction, improving various interchanges and exit ramps, and replacement of overpass bridges. This project was separated into three sections.

River's Street Drainage Study – Colleton County, SC | Mr. Steele developed the final design and completion of construction drawings of the drainage systems associated with this roadway improvement project. Several channel hydraulic problems required the use of HEC-RAS. StormCAD was used for Final Design and Analysis of the Storm Drainage Systems.

Bob Steele, SET | Stormwater

Northside and Future Drive, Bluehouse Swamp – North Charleston, SC | This residential subdivision is located just south of Walterboro, South Carolina. The subdivision's roadway system consists of side ditches and driveway pipe culverts for their drainage system. The roadside ditches drain to a collector ditch that is located through the subdivision – from street to street. This section of the county discharges to a private pond before discharging into a swamp. Mr. Steele developed a XP-Storm model of this system of pipe culverts and ditches and the pond. This model was able to show the problem areas and thus by correction to the model.

8th Avenue Improvement Project – Aynor & Horry County, SC | Mr. Steele provided final design and completion of construction drawings of the drainage systems associated with this roadway improvement project that included numerous detention basins for stormwater management. Several channel hydraulic problems required the use of HEC-RAS. The detention basins required the use of PondPack, a flood routing program for the design of the basins. StormCAD was used for Final Design and Analysis of the Storm Drainage Systems.

P-1501 (Walterboro Bypass) – Walterboro, SC | Final design and completion of construction drawings of the drainage systems associated with this roadway improvement project. Built XP-SWMM model of proposed complex drainage system, to utilize the programs capability of calculating and using the storage volume in the large roadside ditches.

SC-120 (Alice Drive) – Sumter, SC | Final design and completion of construction drawings of the drainage systems associated with this roadway improvement project. The adjacent area is fully developed and to be able to provide stormwater management, the proposed storm drainage system has to provide storage for the roadway widening runoff. An XP-SWMM model was developed to analyze the conveyance and required storage for the runoff from the new widening project.

US 25 (3rd Phase) – Greenville, SC | Mr. Steele was the senior designer responsible for hydrological and hydraulic studies relating to project drainage requirements. This project included numerous detention basins for stormwater management. At several locations, right-of-way could not be obtained for the required detention basin, therefore XP-SWMM was used to model the storm drainage systems to incorporate storage in the pipe systems. This resulted in a benefit to the SCDOT of eliminating several offsite detention basins and the maintenance associated with the basins.

U.S. Route 301 – Bamberg, SC | This Town, located in the southeastern part of the state, has been built in a large depression. The drainage outfalls from this Town, drain by a large channel to a river 2-miles north of the town and by a large channel to a swamp 2-miles south of the town. During tropical storm events, a large portion of the Town is flooded and remains flooded for several days following the storm event. U.S. Route 301 has been closed for several days due to the flooding. Using field survey, provided by the SCDOT, 3 large XP-SWMM models were built to analyze the existing drainage systems. These models were used to re-design the existing systems to provide an adequate drainage system, eliminating the flooding. Typical design criteria were used to design a new roadway storm drainage system for U.S. Route 301. The major outfall channel systems were re-designed to be able to convey the runoff from the Town's watersheds.

Red Bay Road Improvement Project – Sumter County, South Carolina | Developed HEC-2/HEC-RAS model of Turkey Creek, an existing FEMA regulated stream, for new bridge widening crossings. Ran model and computer new floodway. Prepared new hydrology study for this HEC-2/HEC-RAS study. Used SCS and USGS Regression Methods to generate runoffs for comparison with FEMA and Corps of Engineers published runoff.

US 25 Widening (Phase 1) – Greenville, SC | Mr. Steele was the senior designer responsible for hydrological and hydraulic studies relating to project drainage requirements. Studies included a flood plain study, utilizing HEC-2, SWMM/EXTRAN, and several storm sewer programs for analyzing the Hydraulic Grade Line.

Sarah Brammell

Senior Ecologist
Qualified Airport Wildlife Biologist

Sarah is an environmental professional with over 20 years of experience and leadership in natural resources, environmental issues in aviation, environmental permitting, NEPA documentation, and wildlife hazard management. Through her combined aviation experience as the previous Sr. Manager of Planning and Environmental Compliance with Lee Count Port Authority and 13 years of aviation consulting, Sarah provides clients with innovative approaches to environmental planning and permitting projects. She is a leader in providing project management and ecological expertise in National Environmental Policy Act (NEPA) projects and Wildlife Hazard Management.

Project experience includes local, state, and federal wildlife and wetland permitting and mitigation, environmental planning/airport master plans, Environmental Assessments (EAs), Categorical Exclusions (CATEX), listed species assessments and agency consultation. Sarah has provided wildlife hazard management services for commercial service, general aviation airports, and the U.S Air Force Air National Guard Bird/Aircraft Strike Hazard (BASH) program. Projects include Wildlife Hazard Assessments, Wildlife Hazard Management Plans, Wildlife Hazard Site Visits, 14 CFR Part 130 Airport Personnel Training, and BASH site visits and training. Ms. Brammell's project experience has spanned the U.S. (in all major regions) and internationally.

Tampa International Airport, FL
Miami International Airport, FL
Orlando International Airport, FL
Southwest Florida International Airport, FL
St. Pete-Clearwater International Airport, FL
Ocala International Airport, FL
Jacksonville International Airport, Fl
Cecil Airport, FL
Lakeland Linder Regional Airport, FL
Page Field Airport, FL
Gainesville Regional Airport, FL
Okeechobee County Airport, FL
Arcadia Municipal Airport, FL
Flagler County Airport, FL
North County General Aviation Airport, FL
Lantana Airport, FL
Malcolm McKinnon Airport, GA
Brunswick Golden Isles Airport, GA
Indianapolis International Airport, IN

SW Georgia Regional Airport, GA
Middle Georgia Regional Airport, GA
Valdosta Regional Airport, GA
Louis Armstrong New Orleans International Airport, LA
Atlantic City International Airport, NJ
Victoria Regional Airport, TX
Arlington Municipal Airport, TX
Mesquite Metro Airport, TX
Fort Worth Spinks Airport, TX
East Texas Regional Airport, TX
Redding Municipal Airport, CA
Sacramento International Airport, CA
Redlands Municipal Airport, CA
Kona International Airport, HI
Molokai Airport, HI
Kahului Airport, HI
Dayton-Wright Brothers Airport, OH
Pittsburgh International Airport, PA

International
Ottawa Macdonald-Cartier International Airport - Canada
Mexico City International Airport (Texcoco Location) - Mexico

Expertise

Wildlife Hazard Assessments, Wildlife Hazard Management Plans, Wildlife Hazard Site Visits, Airport Staff Training

Natural Resource Management

Environmental Permitting & Planning

Listed-Wildlife Species

Education

M.P.A. Environmental Policy - Florida Gulf Coast University (2008)

B.A. Biology - Susquehanna University (1996)

Certifications/Training

Qualified Airport Wildlife Biologist

Authorized Gopher Tortoise Agent & Burrowing Owl Registered Agent

National Highway Institute Introduction to NEPA and Transportation Decision-making

ACI-NA Certificate in Airport Environmental Management

National Riffle Association - Firearms Safety Instructor

Professional Organizations

Bird Strike Committee USA - Executive Committee Member

Airports Council International - North America - Co-Chair Natural Resources Working Group

Florida Airport Council - Past Environmental Committee Chair

BLUE WING ENVIRONMENTAL

www.bluewingenv.com

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pgs)

BARRETT STONE

NEPA/Environmental Assessments

EDUCATION:
MS, Environmental Health (Health Science Water Quality), University of South Carolina (2000) | BS, Wildlife Biology, Clemson University (1995)

EXPERIENCE:
Career: 1998 – Present
ICE: 2017 – Present

CERTIFICATIONS / TRAININGS:

- FHWA-NHI NEPA & Transportation Decision-Making
- SCDHEC CEPSCI
- Applied Fluvial Geomorphology-Rosgen Level 1
- Comprehensive NEPA Community Impact Assessment
- Environmental Justice, and Public Involvement Training
- 40-hour Basic Wetland Delineation Course
- 24-hour Interagency Consultation for Endangered Species Course

Mr. Stone has experience providing environmental services for a variety of projects throughout South Carolina. His expertise includes NEPA documentation, environmental permitting, and environmental compliance among other environmental related services. Mr. Stone's daily tasks include preparation of Environmental Assessments and Categorical Exclusions, biological assessments, review and interpretation of environmental technical reports, coordination with appropriate state and federal officials, public involvement, wetland delineations, threatened and endangered species assessments, preparation of jurisdictional determination submittals, permit submittals, mitigation planning, and acquisition of applicable Section 404 permits and State 401 Certifications. Prior to the consulting industry, Mr. Stone worked for the South Carolina Department of Health and Environmental Control (SCDHEC) for over six years where he served as an Aquatic Biologist performing stream biological surveys, water quality investigations, and fish tissue collection. He also developed and implemented water quality studies, investigation of non-point source pollution, biological monitoring (fish and macro-invertebrate), and prepared reports.

EXPERIENCE:

Butler Road Improvements – Greenville County, SC | Mr. Stone serves as the Environmental Manager responsible for NEPA compliance including public involvement. The project area includes an EJ community that required extensive public outreach along with general public involvement. Strategies and material utilized included various mailers, newsletters, signage, strategic community meeting, Spanish translation, a virtual public meeting, and an in-person meeting that was conducted in compliance with COVID-19 protocols at the time. The project consists of improving approximately 1.5 miles of existing roadway including construction of a sidewalk and multi-use path.

I-26 Widening (MM 85-101) Final Design and QC Inspection/Testing – Richland, Lexington, and Newberry Counties, SC | Mr. Stone is serving as the Environmental Manager responsible for NEPA compliance and acquisitions of the applicable Section 404/401 permits. This includes preparation of a NEPA re-evaluation; preparation/acquisition of an individual Section 404 permit from the US Army Corps of Engineers and a 401 Water Quality Certification from SC Department of Health and Environmental Control; and environmental compliance support during construction. This Design-Build project includes 16 miles of widening and reconstruction, three new interchanges, and eight overpasses north of Columbia from mile marker 85 to 101. This project will reconstruct pavement, increase capacity, and upgrade interchanges and overpass bridges to meet state and federal design requirements. SCDOT intends to widen I-26 from four lanes to eight lanes from approximately Exit 101 (US 176) to just west of Exit 97 (US 176) and from four lanes to six lanes from just west of Exit 97 (US 176) to just west of Exit 85 (SC 202) in Richland, Lexington, and Newberry Counties. Interchanges will be improved at Exit 97 (US 176), Exit 91 (S-48), and Exit 85 (SC 202). Overpass bridges will be replaced at Koon Road, Shady Grove Road, Mt. Vernon Church Road, Old Hilton Road, Peak Street, Holy Trinity Church Road, and Parr Road. The weigh station at mile marker 94 westbound will also be upgraded.

US 17 Congestion & Infrastructure Study – Charleston County, SC | As an Environmental Planner, Mr. Stone provided direct environmental support and analysis in regard to numerous potential alternatives. Services provided include a comprehensive environmental review which includes data collection and an environmental

screening for potential project impacts such has wetlands and other waters of the U.S., natural resources, endangered species, hazardous waste and underground storage tanks, air quality, and Section 4(f) and 6(f). Mr. Stone is also providing public involvement support services throughout the duration of the project. This project consists of preparing a Congestion & Infrastructure Study on US 17. The study area is approximately three miles from Avondale Avenue at Savannah Highway, across the Ashley River Bridges and through the Crosstown to its connection with I-26 near Coming Street. It includes the intersections and interchanges with major arterials such as SC 61, Wesley Drive, Folly Road, Lockwood Boulevard and the James Island Connector.

US 17 at Main Road (S-20) Interchange Improvements and Main Road (S-20) Widening – Charleston County, SC | Mr. Stone serves as the Environmental Permitting Lead responsible for the preparation and submittal of the Section 404 wetland permit and associated critical area permit to the USACE and SCDHEC-OCRM, respectively. This project consists of providing engineering services necessary for the preparation of an Environmental Impact Statement (EIS), preliminary road and bridge plans, right of way plans, and final construction plans for roadways and bridges; traffic studies for constructing a grade separated interchange at US 17 and Main Road; widening Main Road and Bohicket Road from Betsy Kerrison Parkway at River Road to Bees Ferry Road; replacing the existing Main Road Bridge over the CSX Railroad; and constructing a shared use path from the West Ashley Greenway to Bees Ferry Road. In addition, existing flooding of Main Road between US 17 and CSX Railroad will be addressed.

Pathways Project – Beaufort County, SC | This project consists of the design services necessary for the addition of a 10' pathway along sections of roadways throughout the County. The purpose of this project is to help provide safe walking routes to schools and improved access to residential communities. The total length of the pathways is approximately 16.4 miles for the projects assigned to date. Mr. Stone serves as the Environmental Manager responsible for managing and delivering all environmental services including wetland delineations, jurisdictional determinations, and subsequent wetland permitting services.

Emergency Bridge Package 2018-1 – Orangeburg and Dillon Counties, SC | As the Environmental Manager, Mr. Stone provided NEPA compliance, acquisition of Section 404/401 permitting, and environmental compliance support during construction. This Design-Build (DB) project involved the replacement of three bridges including S-50 (Four Holes Road) over I-26 in Orangeburg County and S-45 (Lester Road) over Little Pee Dee River and Swamp in Dillon County. The original 266' S-50 Bridge (which was severely damaged by vehicular impact and subsequently demolished in March 2018) was replaced with a 2-span, 45" deep Florida I-Beam bridge with a cast-in-place concrete interior bent supported by pile footings and MSE walls in front of pile-supported integral end bents. The design allowed for 2 lanes of future widening in each direction of I-26 to the inside providing a 72' clear opening for both directions of traffic. The bridge replacements on S-45 consisted of prestressed hollow-cored slab superstructures with prestressed pile-supported interior bents at both sites. All three bridges required formal seismic analysis and design in accordance with the SCDOT Seismic Design Specifications, and the S-50 site required a pushover analysis.

Fred Nash Boulevard Widening and Extension – Horry County, SC | This project consists of widening Fred Nash Boulevard to a three-lane section and extending the roadway from its current termini to a proposed intersection with Harrelson Boulevard in Horry County. Mr. Stone is serving as the Environmental Manager responsible for environmental documentation and acquisition of applicable Section 404/401 permits.

SC 421 (Poplar Street/Augusta Road) Bridge Replacement over Little Horse Creek – Aiken County, SC | SCDOT has identified the need to replace the existing SC 421 Bridge over Little Horse Creek in Aiken County, which was originally built in 1957 and reconstructed in 1972. The existing bridge structure is a T-Beam concrete cast-in-place superstructure measuring 94 feet long by 64 feet wide. The existing bridge/approach is a four-lane curb and gutter section with no median and the sidewalks are less than five feet wide. Mr. Stone serves as the Environmental Manger responsible for the completion of a Categorical Exclusion NEPA document and the acquisition of the Section 404 individual permit. The Categorical Exclusion document was completed in 2019 and included de Minimis Section 4(f) evaluation, various environmental technical studies, and public involvement efforts.

Wade Hamilton, EI

Aviation Designer

EDUCATION:
BS, Environmental Engineering, Louisiana State University (2021)

EXPERIENCE:
Career: 2021 – Present
ICE: 2021 – Present

REGISTRATION:
Engineer-In-Training: LA #0035015

CERTIFICATIONS:
NPDES Stormwater

Mr. Hamilton serves as an Aviation Designer for ICE's Baton Rouge office, working for airport clients throughout the state of Louisiana with an emphasis on environmental projects involving hydraulic modeling, environmental site assessments, and NEPA compliance. He has cultivated an understanding of FAA environmental policies and construction specifications as well as industry safety protocols and operational standards. Mr. Hamilton has experience tracking government funding and providing project management services. He is well-versed in ArcGIS, AutoCAD, Autodesk Civil 3D, EPANET, and HEC-RAS.

EXPERIENCE:

Perimeter Fence, Allen Parish Airport – Oakdale, LA | This project involved a preliminary site investigation, wetland delineation, and preparation of GIS figures to be used for environmental permitting applications. Mr. Hamilton served as a Junior Environmental Specialist for the field investigations and as a Designer for the preliminary design. He was responsible for assisted with delineating wetlands, preparing GIS figures, and CATEX documentation.

Airport Obstruction Removal Project, Allen Parish Airport – Oakdale, LA | Serving as a Designer, Mr. Hamilton assisted in the preparation of a workplan for the clearing activities to present to the US Army Corps of Engineers. The scope included the identification of trees obstructing the navigable airspace and selection of an appropriate clearing method. Mr. Hamilton analyzed survey data pertaining to the trees and imaginary 3D surfaces representing the Airport's navigable airspace. He performed slope calculations and helped identify which trees needed to be removed.

T-Hangar Development, DeQuincy Industrial Airpark – DeQuincy, LA | Mr. Hamilton served as a Designer and assisted with the design of three t-hangar buildings and the associated pavements to access the site. Elements of the site development included hydraulic modeling, material volume calculations, and pavement design.

PREVIOUS EXPERIENCE:

Internship – Baton Rouge, LA | Mr. Hamilton served as an Aviation Design Intern for ICE's airport clients statewide. He focused on environmental disciplines including hydraulic modeling, geotechnical engineering, NEPA compliance, and wildlife mitigation. Mr. Hamilton conducted environmental assessments and tracked government funding sources and project timelines. He became abreast with FAA environmental policies and construction specifications and gained experience regarding design rationale and calculations.

Internship – Charleston, SC | Mr. Hamilton served as an Environmental Engineering Intern (II) for Meridian Energy & Environmental, LLC on a contracted project to conduct labelling and safety updates at a chemical manufacturing plant in collaboration with LANXESS Chemicals. In this role, he interpreted process and instrumentation diagrams pertaining to reactors, scrubber equipment, ventilation systems, and related machinery. Mr. Hamilton familiarized with on-site industrial safety protocols and operational standards.

Internship – Charleston, SC | Mr. Hamilton served as an Environmental Engineering Intern (I) for Meridian Energy & Environmental, LLC. During his internship, he designed a hydrogen peroxide-UV light water treatment system for local engine manufacturing clients. Mr. Hamilton also assisted the owner/principal with environmental consulting services and legalities and prepared Form R documentation for clients-based safety and product data sheets.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pgs)

BRANDON HIERS, PE, ENV SP
SENIOR CIVIL ENGINEER/PAVEMENT ENGINEER

Brandon Hiers, PE, ENV SP, serves as AVCON's Senior Pavement Engineer for airfield pavements from initial materials evaluation through construction administration and acceptance testing. He has been responsible for overall scope development for Airfield Pavement Management System (APMS) programs; in-field pavement evaluations; and modifications of standards to achieve optimal designs. Brandon has attended advanced materials courses with the Asphalt Institute and American Concrete Pavement Association and has successfully designed numerous airfield pavements utilizing both asphalt and concrete. He also serves as technical advisor on airport projects for the firm, ranging from major airfield rehabilitation projects to minor emergency repairs; airline gate, fueling and Passenger Boarding Bridge analysis; grading and drainage design; and utility adjustments. He has hands-on knowledge of FAA's FAARFIELD and COMFAA programs and is an expert at AVIPLAN, used to validate airfield geometry, simulate aircraft movements, and optimize apron utilization.

EDUCATION:
MS Construction Engineering
University of Florida

BS Civil Engineering
University of Florida

PROFESSIONAL REGISTRATION(S):
Professional Engineer, FL
No. 78617

YEARS OF EXPERIENCE:
13

YEARS WITH AVCON:
12

PERCENTAGE AVAILABLE:
30%

RELEVANT EXPERIENCE:

TAXIWAY F EXTENSION AND CONSTRUCTION OF TAXIWAY E
Winter Haven Regional Airport, Winter Haven, FL | Project Engineer
This $4.1M project consisted of extending Taxiway F to the Runway 5 and 23 ends, new construction of Taxiway E from the Runway 11 end to the intersection of Runway 5-23, and new blast pads on the Runway 5 and 23 ends. The electrical components of the project included new LED taxiway edge lights, cable and conduit, and signage. The project also included drainage improvements and markings.

RUNWAY 14-32 REHABILITATION
Valkaria Airport, Brevard County, FL | Project/Pavement Engineer
The objectives of this $3.5M project were to extend the useful life of the existing pavements, to update the pavement geometry and to enhance the safety of air operations at the airport. Another component of the project involved installing a complete FAA Medium Intensity Runway Lighting (MIRL) system using LED technology for Runway 14-32. In addition, a new electrical vault with new electrical service connection was constructed. Existing runway threshold lights on Runway 10-28 were located and connected to the new electrical vault. The lighting, marking and signage was also replaced/upgraded for the future non-precision approach.

REHABILITATION RUNWAY 4-22
Zephyrhills Municipal Airport, Zephyrhills, FL | Project Manager
Pavement rehabilitation involved recycled stabilized base construction utilizing the existing pavement structure (asphalt and limerock) prior to a 4 in asphalt overlay. Additionally, an area of concrete in poor condition at the Runway 22 end was removed and crushed on site to create additional new base material. The runway numerals were adjusted from 4-22 to 5-23 to account for the current magnetic declination. The project also included rehabilitation of the runway lighting systems (upgrade to LED edge lights, threshold lights, and REILs), new signage, and the installation of two new 4-Box PAPIs, as well as marking and grooving of the runway. A new taxiway and hold apron were constructed to de-conflict the Runway 22 and Runway 18 ends to comply with geometric requirements of FAA AC 150/5300-13A.

REHABILITATION OF RUNWAY 6-24
Kissimmee Gateway Airport, Kissimmee, FL | Project Engineer
This $2.8M project consisted of pavement and geometry analysis for rehabilitation of Runway 6-24 (5,000 x 150 ft); design provision for Runway 6 standard blast pad; airfield lighting, vault, and navigational aid analysis and design to consider future Runway 6 extension and LED versus Quartz/Halogen technology; temporary and permanent runway marking design; stormwater design and permit application; comprehensive land survey and geotechnical testing programs; comprehensive project and cost administration phase services; and FAA grant pre-application services.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (Sent.)

Brandon Hiers, PE, ENV SP | Airfield Electrical

RUNWAY 5-23 REHABILITATION

Tampa Executive Airport, Tampa, FL | Project Engineer

This $5.9M project included a pavement condition evaluation, rehabilitation alternatives analysis, and design of an asphalt rehabilitation for Runway 5-23 and the associated connector taxiways. To address changes in the FAA geometric requirements, the taxiway connectors were reconstructed to modify the fillet geometry between Runway 5-23 and Taxiway E. In addition, all of the runway and taxiway edge lighting, REIL's, PAPI's, and MALSR were replaced and the electrical vault upgraded to accommodate the airfield electrical improvements.

INVESTIGATION OF RUNWAY 12-30 EXTENSION

Mercedita Airport, Ponce, PR | Project Engineer

AVCON performed a preliminary inspection of the pavement at the Mercedita Airport. This included Runway 12-30 (6,900 ft x 150 ft), a single parallel taxiway, and two aprons. The commercial apron was constructed as a concrete pavement structure while all other facilities were constructed as asphalt pavement. The chronology of available aerial imagery indicates that no major rehabilitation has occurred for the concrete apron in over 20 years. The majority of the active runway was last rehabilitated in 2003 and the eastern half of the parallel taxiway was rehabilitated in 2006. A more recent project in 2010 rehabilitated the western runway extension and turn around; however this pavement has yet to be fully accepted and utilized due to issues arising from possible groundwater, construction materials, and/or construction methods. AVCON was tasked by the Puerto Rico Ports Authority with the evaluation of this specific area for determination of possible causes and remediation recommendations.

EAST AND WEST APRON REHABILITATION

DeLand Municipal Airport, DeLand, FL | Project Engineer

This $2.5 project includes the rehabilitation/reconstruction of the East and West Aprons that will be based on the Interim ALP Update (subject to FAA approval). A small section of the existing abandoned pavement will be removed as part of this project and the rest of the pavement will be rehabilitated/reconstructed for use as aircraft parking apron or taxilanes. Aircraft parking spaces will be identified, and tie-down anchors will be installed. Apron taxilanes will be delineated with pavement markings to meet the current FAA geometric requirements and eliminate "direct connect" issues with the runways. This will bring the pavements into compliance with the current FAA design standards per AC 150-5300-13A.

NORTH GENERAL AVIATION RAMP REHABILITATION

Naples Airport, Naples, FL | Project Engineer

This $2.2M project consists of rehabilitation of the flexible asphalt pavements of the North General Aviation ramp and taxilane areas located north, northeast, and east of the Terminal. Portland Cement Concrete aprons were designed around the T-hangars and other hangar buildings to keep flexible paving operations a safe distance away from the structures to prevent damage. The project included 95,000 SY's of asphalt pavement removal/milling and 12,000 tons of new asphalt placement.

RUNWAY 14-32 REHABILITATION

Valkaria Airport, Brevard County, FL | Project Engineer

The objectives of this $3.5M project were to extend the useful life of the existing pavements, to update the pavement geometry and to enhance the safety of air operations at the airport. Another component of the project involved installing a complete FAA Medium Intensity Runway Lighting (MIRL) system using LED technology for Runway 14-32. In addition, a new electrical vault with new electrical service connection was constructed. Existing runway threshold lights on Runway 10-28 were located and connected to the new electrical vault. The lighting, marking and signage was also replaced/upgraded for the future non-precision approach.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e8 (5 pt.)

CARL JOHNSON, EC, ACE
SENIOR AIRFIELD LIGHTING SPECIALIST

Mr. Carl Johnson, EC, ACE, has 40+ years of experience in the planning, design, construction, and maintenance of electrical distribution systems and airfield lighting systems. For the last 32 years, his primary focus has been the design and construction/ inspection of area lighting, airfield lighting and NAVAID systems. Mr. Johnson's background in construction and design experience on a wide variety of general aviation, military, and air carrier facilities gives him unique expertise in the planning and detailed design of lighting facilities. He has an extensive knowledge of NFPA, NEC, IES, FAA, and military standards. Mr. Johnson serves as a voting member on the IES Technical Committee for the Illuminating Engineering Society's Recommended Practice 37 (RP-37) Outdoor Lighting for Airport Environments. RP-37 provides FAA and industry recognized guidelines for lighting all aspects of an outdoor airport environment. Mr. Johnson has presented several papers on airfield lighting, electrical maintenance and electrical safety.

EDUCATION:
AS Computer Integrated Manufacturing Valencia Community College, 1992

PROFESSIONAL REGISTRATION(S):
Electrical Contractor, FL No. EC13003002

Airport Certified Employee – Airfield Lighting Maintenance, The American Association of Airport Executives (2008)

YEARS OF EXPERIENCE:
42

YEARS WITH AVCON:
21

AVAILABILITY:
35%

RELEVANT EXPERIENCE:

TAXIWAY G AND NEW ELECTRICAL VAULT
Ormond Beach Municipal Airport, Ormond Beach, FL | *Senior Airfield Lighting Specialist*
This $4M project included design of a full-length taxiway Golf parallel to existing Runway 17-35. AVCON completed an Electrical Vault Study and report which included make and inventory of the existing electrical vault, load measurements of equipment and airfield lighting regulators and results. The new electrical vault included a 13 ft x30 ft pre-cast concrete wall building, site constructed, with new Airport Lighting Control System (ALCS), regulators, conductors, main and auxiliary panels, main disconnects, and HVAC System. A new diesel-powered backup generator with support pad and appurtenances was also constructed.

RUNWAY 14-32 REHABILITATION
Valkaria Airport, Brevard County, FL | Senior Airfield Lighting Specialist
One component of this $4M project involved installing a complete FAA Medium Intensity Runway Lighting (MIRL) system using LED technology for Runway 14-32. In addition, a new electrical vault with new electrical service connection was constructed. Existing runway threshold lights on Runway 10-28 were located and connected to the new electrical vault. The lighting, marking and signage was also replaced/upgraded for the

REHABILITATION OF RUNWAY 6-24
Kissimmee Gateway Airport, Kissimmee, FL | Senior Airfield Lighting Specialist
The project consisted of design and bid phase services, including pavement and geometry analysis for rehabilitation of Runway 6-24 (currently 5,000 ft x 150 ft); design provision for the Runway 6 standard blast pad; airfield lighting, vault, and navigational aid analysis and design to consider future Runway 6 extension and LED versus Quartz/ Halogen technology; temporary and permanent runway marking design; storm-water design and permit application; comprehensive land survey and geotechnical testing programs; comprehensive project and cost administration phase services; and FAA grant pre-application services.

TAXIWAY F EXTENSION AND TAXIWAY E
Winter Haven Municipal Airport, Winter Haven, FL | Senior Airfield Lighting Specialist
The project consisted of extending Taxiway F to the Runway 5 and 23 ends, new construction of Taxiway E from the Runway 11 end to the intersection of Runway 5-23, and new blast pads on the Runway 5 and 23 ends. The pavement structure for all new pavements consisted of bituminous surface course on a limerock base course. The total asphalt quantity was approximately 7,225 tons of P-401 asphalt. The 10 ft-wide taxiway shoulders was constructed of compacted and stabilized subgrade. The electrical components of the project included new LED taxiway edge lights, cable and conduit, and signage. The project also included drainage improvements and marking new taxiway pavement and runway blast pads.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9fa5e8 (Sent.)

RUNWAY 4-22 REHABILITATION

Zephyrhills Municipal Airport, Zephyrhills, FL | Senior Airfield Lighting Specialist

Pavement rehabilitation involved recycled stabilized base construction utilizing the existing pavement structure (asphalt and limerock) prior to a 4 in asphalt overlay. Additionally, an area of concrete in poor condition at the Runway 4-22 end was removed and crushed on site to create additional new base material. As part of the project, the runway numerals we adjusted from 4-22 to 5-23 to account for the current magnetic declination. The project also included rehabilitation of the runway lighting system (upgrade to LED edge lights, threshold lights, and REILs), new signage, and the installation of new 4-Box PAPIs, as well as marking and grooving of the entire runway.

REHABILITATION OF TAXIWAYS - PHASE 1

Orlando Executive Airport, Orlando, FL | Senior Airfield Lighting Specialist

This project included the rehabilitation of the existing asphalt pavement, lighting, signage, and markings for Taxilane E and portions of Taxiways E, E4, E5, A, and B. The work also incorporated the reconstruction and realignment of Taxiway E6 and associated grading. This project was one of the first projects constructed in Florida per FAA AC 150/5300-13A (Change 1). Key project elements included milling approximately 24,000 SY of existing taxiway pavement; constructing approximately 11,500 SY of new full strength and shoulder taxiway pavement; placing 5,500 tons of P-401SP asphalt; re-aligning the Taxiway E6 centerline to improve safety; installing LED taxiway edge lights and LED signage; and replacing electrical manholes with safer, more efficient new junction can plazas.

ASSESSMENT OF EXISTING AIRFIELD LIGHTING AND AIRFIELD LIGHTING VAULT

Page Field General Aviation Airport, Ft. Myers, FL | Senior Airfield Lighting Specialist

The project included a visual assessment of existing airfield lighting, signs, and vault at Page Field General Aviation Airport in anticipation of the program to upgrade and refurbish the existing lighting systems serving the airport. The goal of the project was to assess existing conditions, evaluate the requirements for upgrades or enhancements to the various systems, and prepare a series of conceptual estimates of the work. The purpose of this assessment was to bring the lighting system into conformance with current FAA regulatory standards and modern energy initiatives. Following the assessment, AVCON prepared a project report which defined the required upgrades and provided a basis for conceptual cost estimates to be used as part of the long-term, multi-phase airfield enhancement program. The airfield lighting vault assessment identified the incoming power system, regulators, emergency generator, and airfield lighting controls system and provided a general overview of building conditions to provide a framework for long-term implementation.

AIRFIELD LIGHTING VAULT STUDY

Perry Foley Airport, Taylor County, FL | Senior Airfield Lighting Specialist

The project included a detailed field evaluation and electrical capacity assessment to identify the requirements needed to upgrade and refurbish airfield electrical improvements and the existing airfield lighting vault serving Perry Foley Airport. The project included a program to conduct a field evaluation and electrical capacity assessment of the lighting vault in order to establish the baseline operating parameters of the vault. These results enabled the team to make a detailed assessment of upgrade requirements and define the airfield electrical improvement project. The study also included evaluation of vault and beacon tower lightning protection.

REHABILITATION RUNWAY 9L - 27R

Cecil Airport, Jacksonville, FL | Senior Airfield Lighting Specialist

Art performed design quality assurance reviews, provided construction administration phase services, and served as liaison to the Airport for this runway rehabilitation project. Construction consisted of demolition of two historic airplane arresting systems, de-coupling the pavement at the intersection with RW 18R – 36L, milling and resurfacing (M&R) 2-in of asphalt pavement for the 50-ft center keel of the runway, and M&R 1.5-inches for the 75-foot outer sides of the keel section. Also included were adjustments to the intersecting taxiway edge lighting, airfield signing adjustments, and re-painting the runway pavement markings.

RUNWAY 18L-36R REHABILITATION

Cecil Field, Jacksonville, FL | Senior Airfield Lighting Specialist

This rehabilitation project consisted of removing and replacing the center 50-foot concrete keel section of pavement—500' at the 18L end and 5,000' at the 36R end. The project also included remarking the entire runway to current standards. A short construction schedule, 120 days, was implemented to reduce the amount of time the runway would be closed. The project was successfully completed on time due to the combined efforts of the Contractor, RPR, JAA Staff, VQQ staff, and the Engineer.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9fa5e8 (5 pt.)

MARK GOODACRE, ACE
SENIOR ELECTRICAL DESIGNER

Mark Goodacre, ACE has more than 40 years of experience in the planning, design, construction, and maintenance of electrical distribution systems and airfield lighting systems. He is an AAAE Airport Certified Employee (ACE) in the field of Airfield Lighting Maintenance, and he serves as an instructor for the Florida Airports Council's (FAC) Basic Airfield Electrical Safety Workshop. He has experience preparing design documentation for an airfield's lighting layout and circuitry for all associated Runways, Taxiways and Parking Aprons. Additionally, he has special expertise in 3D modeling. Mark's extensive airfield lighting and NAVAID experience includes work at VQQ, MCO, SFB, Patrick Air Force Base, and AVL.

EDUCATION:
AS Mechanical Engineering
State University of New York - Farmingdale

PROFESSIONAL REGISTRATION(S):
Airport Certified Employee (ACE) Airfield Lighting Maintenance (AAAE)

YEARS OF EXPERIENCE:
41

YEARS WITH AVCON:
20

AVAILABILITY:
35%

RELEVANT EXPERIENCE:

EAST AND WEST APRON REHABILITATION
DeLand Airport, DeLand, FL | *Senior Electrical Designer*
This $2.5M project includes the rehabilitation/reconstruction of the East and West Aprons that will be based on the Interim ALP Update (subject to FAA approval). A small section of the existing abandoned pavement will be removed as part of this project and the rest of the pavement will be rehabilitated/reconstructed for use as aircraft parking apron or taxilanes. Aircraft parking spaces will be identified, and tie-down anchors will be installed. Apron taxilanes will be delineated with pavement markings to meet the current FAA geometric requirements and eliminate "direct connect" issues with the runways. This will bring the pavements into compliance with the current FAA design standards per AC 150-5300-13A.

REHABILITATE, MARK AND LIGHT RW 18-36
Wauchula Regional Airport, Wauchula, FL | Senior Electrical Designer
This $2.2M project comprised rehabilitating Runway 18-36 as well as standard Blast Pad design provisions, Medium Intensity Runway Light (MIRL) rehabilitation, REIL units, Airfield Lighting Vault study and necessary modifications, Navigational Aids (PAPI-4) analysis and design to consider LED technology, temporary and permanent Runway Marking design, stormwater and environmental review design, and obstruction clearing in both approaches per the latest AMPU.

TAXIWAY G AND NEW ELECTRICAL VAULT
Ormond Beach Municipal Airport, Ormond Beach, FL | *Senior Electrical Designer*
This $4M project included design of a full-length taxiway Golf parallel to existing Runway 17-35. AVCON completed an Electrical Vault Study and report which included make and inventory of the existing electrical vault, load measurements of equipment and airfield lighting regulators and results. The new electrical vault included a 13 ft x30 ft pre-cast concrete wall building, site constructed, with new Airport Lighting Control System (ALCS), regulators, conductors, main and auxiliary panels, main disconnects, and HVAC System. A new diesel-powered backup generator with support pad and appurtenances was also constructed.

TAXIWAY B RECONSTRUCTION
Zephyrhills Municipal Airport, Zephyrhills, FL | Senior Electrical Designer
This project primarily consisted of rehabilitating Taxiway B which was 5,150 ft x 35 ft. The project was divided into two separate bid schedules (to address AIP eligible and non-AIP eligible work). Bid Schedule A consisted of removal of existing asphalt surface course and limerock base course of Taxiway B (35 ft wide); placement of new P-401GY (4 in) asphalt over 6 in P-211 Limerock base course; fillet widening at the Taxiway B/Taxiway A intersection; new construction at the Taxiway B/Runway 1-19 intersection; new airfield markings; new LED lighting; and new LED signage. Bid Schedule B comprised removal of existing limerock and asphalt (outside 35 ft wide Taxiway B limits) near the Terminal Ramp; placement of new P-401GY (4 in) asphalt over 6 in P-211 Limerock base course; and crack sealing and seal coating the remaining Taxiway B pavement outside the reconstruction limits.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e8e (5 pt.)

RUNWAY 14-32 REHABILITATION

Valkaria Airport, Brevard County, FL | Senior Electrical Designer

One component of this $4M project involved installing a complete FAA Medium Intensity Runway Lighting (MIRL) system using LED technology for Runway 14-32. In addition, a new electrical vault with new electrical service connection was constructed. Existing runway threshold lights on Runway 10-28 were located and connected to the new electrical vault. The lighting, marking and signage was also replaced/upgraded for the future non-precision approach.

NEW ELECTRICAL VAULT LIGHTING DESIGN

Kissimmee Gateway Airport, Kissimmee, FL | Senior Electrical Designer

AVCON was responsible for the design of the building electrical/lighting and sizing of vault equipment and ALCS system. AVCON also provided an electrical site plan to indicate the power services lines, transformer pad locations, generator housing, control cable (hardware or fiber optic), airfield homeruns, etc. Some specific elements of the project included: electrical service for the airfield lighting vault which powers both the vault and ATCT; energy efficient LED lighting throughout the facility; grounding/lightning protection including a complete UL master label lightning protection system; a complete, addressable fire alarm and mass notification system; and a L-890 Airfield Lighting Control and Monitoring System (ALCMS) to monitor and control the constant current regulators, airport beacon, utility power and generator power systems.

REHABILITATION OF RUNWAY 6-24

Kissimmee Gateway Airport, Kissimmee, FL | Senior Electrical Designer

The project consisted of design and bid phase services, including pavement and geometry analysis for rehabilitation of Runway 6-24 (currently 5,000 ft x 150 ft); design provision for the Runway 6 standard blast pad; airfield lighting, vault, and navigational aid analysis and design to consider future Runway 6 extension and LED versus Quartz/Halogen technology; temporary and permanent runway marking design; storm-water design and permit application; comprehensive land survey and geotechnical testing programs; comprehensive project and cost administration phase services; and FAA grant pre-application services.

TAXIWAY F EXTENSION AND TAXIWAY E

Winter Haven Municipal Airport, Winter Haven, FL | Senior Electrical Designer

The project consisted of extending Taxiway F to the Runway 5 and 23 ends, new construction of Taxiway E from the Runway 11 end to the intersection of Runway 5-23, and new blast pads on the Runway 5 and 23 ends. The pavement structure for all new pavements consisted of bituminous surface course on a limerock base course. The total asphalt quantity was approximately 7,225 tons of P-401 asphalt. The 10 ft-wide taxiway shoulders was constructed of compacted and stabilized subgrade. The electrical components of the project included new LED taxiway edge lights, cable and conduit, and signage. The project also included drainage improvements and marking new taxiway pavement and runway blast pads.

RUNWAY 4-22 REHABILITATION

Zephyrhills Municipal Airport, Zephyrhills, FL | Senior Electrical Designer

Pavement rehabilitation involved recycled stabilized base construction utilizing the existing pavement structure (asphalt and limerock) prior to a 4 in asphalt overlay. Additionally, an area of concrete in poor condition at the Runway 4-22 end was removed and crushed on site to create additional new base material. As part of the project, the runway numerals we adjusted from 4-22 to 5-23 to account for the current magnetic declination. The project also included rehabilitation of the runway lighting system (upgrade to LED edge lights, threshold lights, and REILs), new signage, and the installation of new 4-Box PAPIs, as well as marking and grooving of the entire runway.

RUNWAY 9R MALSR

Cecil Airport, Jacksonville, FL | Senior Electrical Designer

This project consisted of technical planning assistance, survey and base drawings, engineering design, specifications, scheduling, cost estimating, bidding, and construction phase services in connection with the installation of a Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) for Runway 9R. The project included siting, site preparation, utility service coordination, clearing and coordination with FAA to ensure a fully functional system.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9fa5e8 (5 pt.)

RICHARD OSBORNE, CM, ACE

Planning

Mr. Osborne serves as a Vice President of Aviation Planning for ICE supporting aviation projects throughout the Southeast. He is responsible for the production of aviation planning projects including master plans, airport layout plans, statewide system plans, benefit-cost analyses, Part 77 surface evaluation, runway length analyses, conceptual airport development plans, and various specialty studies. He assists with the project review process to ensure that the product delivered to clients is consistent, correct, and continuously improving. Mr. Osborne manages the planning staff in concert with the client and subconsultants to coordinate planning efforts; FAA Advisory Circular compliance; and design of airport facilities, projects, and programs. He is involved in the preparation of plans, reports, staff guidance, proposal preparation, and business development. Prior to joining ICE, Mr. Osborne served as the Director of Planning & Engineering for the Roanoke Regional Airport & Commission in Virginia and the Airport Director at for the City of Winter Haven in Florida. This experience from various locations provides him extensive knowledge of the aviation industry that he utilizes for his clients and the products he delivers.

EDUCATION:
BS, Professional Aeronautics, Aviation Safety (Minor), Embry-Riddle Aeronautical University (2002)

AS, Architectural Design and Construction Technology, Hillsborough Community College (1995)

EXPERIENCE:
Career: 1993 – Present
ICE: 2021 – Present

REGISTRATIONS:
AAAE Certified Member (CM)
AAAE Airport Certified Employee (ACE – Part 139 Operations)

CERTIFICATIONS/ TRAINING/LICENSES:
FAA Private Pilot's Certificate
FAA Small UAS Certificate
Airfield Lighting Training
Florida Real Estate License

EXPERIENCE:

Customs & Border Patrol Point of Entry Study, Brooksville-Tampa Bay Regional Airport – Brooksville, FL | The Airport wanted to investigate the feasibility of establishing a point-of-entry through the implementation of a Customs & Border Patrol Point (CBP) facility. As Project Manager, Mr. Osborne coordinated with CBP personnel, reviewed available guidance, and performed an analysis of potential revenues versus expenses to determine financial feasibility. The forecast of activity and revenues determined that this facility would likely require subsidization with airport finances.

Runway Length Justification Study, Daytona Beach International Airport – Daytona Beach, FL | The FAA required a runway length evaluation of the Airport's main runway, Runway 7L-25R, to determine whether tangible evidence existed to warrant partial or full funding of the rehabilitation. Historical operational data gathered from the FAA FAA's Air Traffic Activity Data System (ATADS) and from the Bureau of Transportation Statistics (BTS) was utilized to determine that a length ranging between 8,100 and 8,800 feet was required. As a result, the pending maintenance project for the full runway length was funded by the FAA. Mr. Osborne served as Senior Planner and Project manager of this effort.

Master Plan Update, Sarasota International Airport – Sarasota, FL | Serving as Project Manager, Mr. Osborne was responsible for the production and oversight of the various master plan elements at the Airport. Mr. Osborne coordinated with team consultants, tenants, airport staff, and staff to gather and share project information to recommend improvements which would allow the Airport to accommodate the anticipated demand throughout the 20-year planning period. Some of the recommended improvements included the re-alignment of taxiways to comply with FAA standards, new rental car off-site facility, commercial apron expansion, and provisions for additional commercial hangar facilities.

Master Plan Update, Tallahassee Regional Airport – Tallahassee, FL | Mr. Osborne served as Senior Airport Planner responsible for the Master Plan Update. Alternatives were taken from the Master Plan Report and integrated into an ALP set and a subsequent Financial Plan showing phasing and cost estimates for all projects scheduled during the 20-year planning period. Grants, Passenger Facility Charges (PFC), and local funds were

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e8e (5 pgs)

allocated to fund various projects and the costs were then integrated into the Airport's financials to show financial deficits and surpluses.

Hillsborough County General Aviation Master Plan Updates – Hillsborough County, FL | Mr. Osborne served as Project Manager and provided oversight for the development of master plan updates for three general aviation (GA) airports: Peter O. Knight Airport (TPF), Tampa Executive Airport (VDF), and Plant City Airport (PCM). The updates assessed the operational efficiency, effectiveness, and safety of each airport; evaluated the airfield configuration, layout, and circulation for conformance with FAA guidance and regulations; developed a business plan that identifies the potential for new revenue generating sources within each airport's existing and/or ultimate property boundaries; evaluated and incorporated the aviation needs of both airport users and the surrounding communities; and assessed the needs of current tenants and requirements necessary to attract new tenants and/or to expand facilities.

Runway 4-22 Airplane Reference Code (ARC) and Runway EMAS Evaluation, Sarasota-Bradenton International Airport – Sarasota, FL | The crosswind runway, Runway 4-22, lacked the needed safety area to accommodate the activity that regularly utilized the runway. Mr. Osborne serving as Project Manage and performed an in-depth analysis of the Airport's operational activity to establish the runway's takeoff and landing length requirements to determine if threshold displacement was a viable option. He was responsible for the oversight and analyses of upgrading an existing general aviation runway from a B-II to a D-II while providing adequate safety area through use of an Engineered Material Arresting System (EMAS). Due to the frequent operations by the Canadair Regional Jet, the resulting analyses determined the only feasible solution that would preserve the runway's takeoff and landing lengths by incorporating the Engineered Material Arresting System (EMAS) at both runway ends.

A380 Implementation Strategy Project, Miami International Airport – Miami, FL | Serving as Aviation/Planner, Mr. Osborne was responsible for determining the most economically feasible improvement alternatives to accommodate the A380 at Miami International Airport. Two separate runway alignments were evaluated along with their respective taxi routes. Alternatives and cost estimates were developed to provide adequate runway and taxiway requirements as indicated in FAA Engineering Briefs #63 and #65.

Passenger Parking Lot Reconfiguration, Roanoke-Blacksburg Regional Airport – Roanoke, VA | Mr. Osborne served as Director of Planning & Engineering and coordinated closely with the civil engineer to reflect changes and improvements to the Airport's main passenger terminal parking facility. The parking lot had not been renovated in many years and was in dire need of rehabilitation and reconstruction. The newly renovated lot included a repositioned toll booth, a roundabout entrance road, and a new cell phone lot.

Consolidated Rental Car (CONRAC) Facility, Roanoke-Blacksburg Regional Airport – Roanoke, VA | Utilizing customer facility charge funding, the Airport constructed a CONRAC facility to be located east of the existing terminal facility. The facility included offices, lighting, HVAC, electrical, plumbing, and signage improvements. Serving as Director of Planning & Engineering, Mr. Osborne was responsible for project oversight which included coordination, budget, schedule, and final inspection.

Airfield Signage and Lighting Project, Roanoke-Blacksburg Regional Airport – Roanoke, VA | As Director of Planning & Engineering, Mr. Osborne coordinated with the Airport's engineering consultant to develop and modify plans, specifications, and ultimately the bid advertisement to select a construction contractor. Prior to the start of construction, Mr. Osborne also coordinated closely with the FAA tower and all airline and cargo operators to inform them of planned closures and night construction activity.

Building 51 Renovation Project, Roanoke-Blacksburg Regional Airport – Roanoke, VA | The Airport purchased a 50,000 square foot building that was located adjacent to the existing property boundary. A large portion of the main floor of the building was renovated for a future tenant. The Project included reconfiguration of the interior, electrical improvements, data cabling, carpet, tile, security access, and two white noise systems. Mr. Osborne served Director of Planning & Engineering and was responsible for project oversight.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e8e (5 pt.)

Richard Osborne, CM, ACE | Planning

Concourse A Renovation, Piedmont Triad International Airport – Greensboro, NC | Mr. Osborne served as Director of Planning and worked closely with a large team of consultants to perform various planning tasks for the renovation. These tasks included a detailed aircraft parking and hold room analyses with slope calculations along with the development of multiple schematic drawings.

Master Plan Update, Myrtle Beach International Airport – Myrtle Beach, SC | As Director of Planning, it was Mr. Osborne's responsibility to work closely with the Airport and allocate the resources needed to complete each task on-time and within budget. Current improvement plans include a runway extension, reconfigured parking and access, terminal and concourse expansion, commercial aeronautical development, and land acquisition.

Terminal Gate Utilization and Space Study, Myrtle Beach International Airport – Myrtle Beach, SC | Serving as Director of Planning, Mr. Osborne conducted a thorough evaluation of the terminal space and compared it against the Airport Cooperative Research Program (ACRP) 25 – Airport Passenger Terminal Planning and Design. As a result of this analysis, detailed space needs were identified for various areas of the Airport including hold room, ticket offices, ticket counters, circulation space, restrooms, concessions, and other space needs by type.

New Heliport, Annie Penn Hospital – Reidsville, NC | Mr. Osborne, Director of Planning, worked closely with hospital staff to plan for a new hard surface helicopter landing facility. The study included the analyses 77 surfaces, the identification of obstructions to be lighted or removed, and preliminary construction cost estimates.

Corporate Hangar and Apron Construction, Mount Airy/Surry County Airport – Mount Airy, NC | As Inspector for construction of this corporate hangar project, it was Mr. Osborne's responsibility to ensure that the contractor complied with the plans and specs as needed for a quality product. The Project included substantial grading, drainage improvements, lighting relocation, hangar erection, and apron construction.

Drainage Improvements Project, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | Serving as Airport Manager, Mr. Osborne worked closely with the civil engineer to implement a project to resolve various drainage issues that presented after heavy precipitation events. A plan was developed to divert water in different directions through site grading improvements and to improve drainage flow through the installation by removing vegetation within existing drainage areas and by installing new culverts for improved water flow.

Airport Lighting & Signage Project, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | As the Owner's Representative, Mr. Osborne coordinated closely with the Airport Engineer to provide input on the development of plans and specs for the advertisement for a construction contractor. After the selection of such, Mr. Osborne acted as the Onsite Representative providing construction oversight needed for staging, airfield access, in-field changes, and punch list items.

ADG-VI Airfield Upgrades Benefit Cost Analysis, Huntsville International Airport – Huntsville, AL | The Madison County Executive Airport Authority (MCEAA) desired a benefit cost analysis (BCA) for the purpose of justifying up to $80 Million in discretionary funding to upgrade the existing airfield to accommodate the 747-800 (ADG-VI) aircraft. The BCA concluded that the improvements would provide a benefit ratio of 1.0 or greater and were therefore deemed financially justifiable. Mr. Osborne served as Manager of Operations – Aviation Planning responsible for the BCA that was approved by the FAA.

Runway End Siting and Obstruction Analysis, Baton Rouge Metropolitan Airport – Baton Rouge, LA. | Obstructions that were once located within the approach paths of Runways 4L and 22R required that the thresholds be displaced to provide adequate clearance. The airport staff had removed many of these obstructions and the Airport desired an updated survey to reevaluate the approaches to determine whether the thresholds could be relocated closer to the runway ends for additional landing length capability. Mr. Osborne served as Project Manager responsible for this extensive planning effort. After evaluating multiple man made and vegetative obstacles in relation to FAA, FAR, and TERPs criteria, it was determined that some tree removal was required prior to relocating the thresholds to the end of usable pavement.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pt.)

Richard Osborne, CM, ACE | Planning

Master Plan Update, Columbia Metropolitan Airport – Columbia, SC | Serving as Deputy Project Manager, Mr. Osborne was responsible for the inventory, facility requirements, and ALP set components. During the facility requirements analysis, it was discovered that the main runway did not comply with FAA line of sight standards. Additional improvements included taxiway widening, apron expansions, and relocation of the airport's general aviation facilities to a new complex located on the south side of the Airport. In addition, provisions were made for relocation of the airport's Air Traffic Control Tower and Air Rescue and Fire Fighting (ARFF) facilities.

Aircraft Gate Utilization and Ramp Re-Marking Plan, Greenville Spartanburg International Airport – Greer, SC | The Airport replaced/upgraded 12 of their passenger boarding bridges and prompted staff to evaluate their new passenger boarding bridge performance capabilities to develop an updated aircraft parking and apron marking plan. This study evaluated each of the Airport's existing 13 gate locations (9 gates on Concourse A and 4 gates on Concourse B). Mr. Osborne served as Senior Airport Planner responsible for the new development plan that included the addition of three additional aircraft parking positions and striping plans that denoted the wheel stop locations, blast areas, and aircraft exterior silhouette markings.

Establishment of LPV Approach Procedures, Seven C's Ranch Airport – Freer, TX | The owner of a private airport desired to implement Lateral Performance with Vertical (LPV) guidance approach procedures to each runway end such that it could be accessed during IFR conditions. An Aeronautical survey was conducted and uploaded to the FAA's AGIS website in accordance with Advisory Circulars 150/5300- 16A, 17C, and 18B. Mr. Osborne, Senior Airport Planner, developed an ALP style plan along with an approach evaluation. He coordinated with both the FAA and the owner to get the new procedures implemented and published.

ATCT Tower Shadow and Line of Sight Study, Hammond Northshore Regional Airport – Hammond, LA | Due to increases in activity by larger aircraft, the Airport received a grant to construct an Airport Traffic Control Tower. To identify a suitable location and cab floor height, a shadow analysis was conducted by Mr. Osborne, Senior Airport Planner, performed technical analysis and served as the point of contact to the Airport Manager. Due to Airport's ILS system, the tower height and location was also compared to the TERPS surfaces for impacts. Ultimately, a location and height were identified, and the project moved forward to the design phase.

Runway Reconstruction and Taxiway Analysis Study, McGhee Tyson Airport – Knoxville, TN | A prior evaluation of Runway 5L-23R revealed that the profile did not conform to FAA line of sight standards and therefore posed a potential safety threat that could only be resolved through reconstruction. The new grades and slopes associated with the runway's reconstruction would ultimately affect all taxiways leading to the runway. For this reason, the Metropolitan Knoxville Airport Authority (MKAA) requested that the Airport's entire taxiway network be re-evaluated to identify improvements needed to improve access, capacity, efficiency, or safety. The methods and guidance provided in FAA Engineering Brief 75 (EB75) guided the proposed locations and alignments of development of preliminary concepts that were produced for the MKAAs review and comment. Mr. Osborne served as Senior Airport Planner responsible for project management, technical analysis, and client coordination. Meetings between the MKAA and FAA ATCT personnel were held to review the alternatives and to discuss methods to facilitate smooth traffic flow during construction. Based on the various analyses and meetings conducted, a preferred development concept and accompanying narrative report was developed and included preliminary engineering cost estimates.

Taxiway Widening/Temporary Runway Utilization, Chennault International Airport – Lake Charles, LA | Serving as Project Manager, Mr. Osborne reviewed the geometrical runway design standards to identify potential obstructions that could impact the utilization of Taxiway 'A' as an 8,000' temporary runway. He was also responsible for preparing detailed alternatives that were developed and presented to the Airport for their review and evaluation. As a result, a preferred alternative was identified that the Chennault International Airport Authority (CIAA) would continue to pursue in the future via design and construction.

Airport Overlay District, Lancaster County Airport McWhirter Field – Lancaster, SC | Mr. Osborne served as Senior Airport Planner responsible for developing an airport overlay district to restrict development adjacent to airport property that could otherwise negatively affect the airport's approach procedures or ability to extend its runways in the future. The overlay district ensured that compatible land uses were developed adjacent to the

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e8e (5 pt.)

Airport's property and the runway ends. Once submitted, the overlay district was adopted by the County and is now defined in Sec. 3-43, Sec 3-44, and Sec. 3-45 of Lancaster County's Code of Ordinances.

Gate Utilization Study, McGhee Tyson Airport – Knoxville, Tennessee | Mr. Osborne served Senior Airport Planner responsible for the study that created an updated aircraft parking plan. The purpose of the study was to gather accurate structural location and gate performance data to develop a plan that allowed the Metropolitan Knoxville Airport Authority (MKAA) to maximize the utilization of the concourse for aircraft parking, remain overnight (RON) parking, and for power-in/power-out operations. The layouts were developed under the assumption that the gates would be managed in a more efficient common-use arrangement in the future.

Master Plan Update, Tyler Pounds Regional Airport – Tyler, TX | Serving as Senor Airport Planner, Mr. Osborne was responsible for the development of the airport's financial implementation plan and capital improvement program (CIP). He worked closely with the airport director and accounting department to retrieve financial information and to understand the flow of finances. An accurate financial plan forecast, cash flow analysis, and phasing plans were developed to provide the Airport with a vision of future projects and their associated impacts on the finances.

Hangar Feasibility Study, Anderson Regional Airport – Anderson, SC | Serving as Senior Airport Planner, Mr. Osborne created a development plan to construct T-hangars, corporate hangars, and large commercial hangars to make use of a $2.5 Million revenue bond for the Anderson County Regional Airport (AND). A report was produced that illustrated the rates and charges of nearby airports and identified the demand for the various hangar types. Preliminary engineering cost estimates were developed, and potential rates and charges were shown to demonstrate the income potential of each hangar facility by type.

Master Plan Update, Jim Hamilton - L.B. Owen Airport – Columbia, SC | A changing economic climate and new airport vision facilitated the need for updated Master Plan. A review and forecast of activity showed that additional runway length and commercial, corporate, and T-hangar facilities would be necessary to accommodate demand through the 20-year planning period. The proposed plan depicted provisions for new facilities and identified many existing nonstandard conditions including ROFA and FAR Part 77 penetrations as well as a nonstandard runway to taxiway separation issues that were addressed through modification of design standards. Mr. Osborne served as Senior Airport Planner and Project Manager for the Master Plan Update effort.

Master Plan Update, Alexandria International Airport – Alexandria, LA | Mr. Osborne served as the Deputy Project Manager for the England Economic & Industrial Development District. He was responsible for the oversight and production of various master plan components including the Airport Layout Plan Set and inventory chapter. He has close coordination with airport authority staff was necessary to ensure the accuracy and detail of the various Master Plan improvements that were reflected within the ALP Set.

Master Plan Update, Upshur County Airport – Buckhannon, WV | Serving as Project Manager, Mr. Osborne performed engineering and planning services as required create a Master Plan and Airport Layout Plan. In addition to typical master plan elements, this study included mapping services and aeronautical survey of features on and adjacent to the Airport property and within the approach paths to each runway end. This work was subcontracted with a certified title attorney to establish the airport's ownership rights to subsurface minerals in order to identify an alternate source of revenue potential in the future.

Airport Business Plan and ALP Update, Lexington County Airport – Pelion, SC | Lexington County purchased the Airport from the town of Pelion and desired to investigate methods of achieving financial sustainability. A review of the Airport's finances and demand in the area concluded that T-hangar development, runway upgrades, and private development could collectively benefit the airport and help the county achieve its financial goals. Mr. Osborne served as Senior Planner and Project Manager for the ALP Update and Business Plan efforts. The development recommendations of the business plan were incorporated into the master plan alternatives and ultimately into the Airport Layout Plan Set.

Master Plan Update, Smith Reynolds Airport – Winston Salem, NC | Mr. Osborne served as position/role assisting in the development of a Master Plan Update for one of few FAR Part 139 general aviation airports in

the US. The 20-year development plan included recommendations to upgrade airfield navigational aids, improve approach procedures, and identified many areas within the airport's boundaries that would be slated for maintenance repair and overhaul (MRO) facilities as well as for general aviation and corporate hangar development.

Other Master Plan / ALP Updates:

- Aiken Regional Airport – Aiken, SC
- David G Joyce Airport – Winnfield, LA (ALP Update)
- South Lafourche Leonard Miller, Jr. Airport – Galliano, LA
- Darlington County Airport – Darlington, SC
- Zephyrhills Municipal Airport – Zephyrhills, FL
- Danville Regional Airport – Danville, VA
- M Graham Clark Downtown Airport – Branson MO
- Spacecoast Regional Airport – Titusville, FL
- St. Augustine Regional Airport – St. Augustine, FL
- Peter Prince Airport (2R4) – Milton, FL
- Orlando Sanford Airport – Sanford, FL
- Isla Grande Airport – San Juan, Puerto Rico

Miscellaneous Aviation Planning Studies:

- Cargo Study, Baltimore Washington International Airport (BWI) – Baltimore, Maryland
- Tower Line of Sight/Shadow Analysis, St. Petersburg-Clearwater International Airport – Clearwater, FL
- On-Call Services, Palm Beach International Airport – West Palm Beach, FL
- On-Call Services, Daytona Beach International Airport – Daytona Beach, FL
- On-Call Services, Galliano Airport – Cut Off, LA
- Environmental Assessment, La Isabela International Airport – Dominican Republic

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Count.)

MARY SODERSTRUM, AIA, NCARB
SENIOR AIRPORT PLANNER

Mary Soderstrum has over 41 years of experience as an airport planner, a senior aviation executive, facilities programmer, aviation activity forecaster, and architect. She has extensive expertise in airport master planning; facilities forecasting; and planning and design of aviation facilities including passenger terminals, aprons, airside facilities, terminal renovation, and airport expansion programs. Ms. Soderstrum was part of the team that wrote the FAA Advisory Circular 150/5070-6 Airport Master Plans, and she was the principal author of the FDOT Airport Master Plan Guidebook (2010). She recently served as a team member for the FDOT Airport Master Plan Guidebook 2021-2022 Update and the Aviation Project Handbook 2019 Update.

EDUCATION:
Bachelor of Architecture, 1976
University of Kansas

BS Environmental Design, 1975
University of Kansas

PROFESSIONAL REGISTRATION(S):
Professional Architect, FL
No. 0012255

Professional Architect, MO
No. 003931

YEARS OF EXPERIENCE:
41

YEARS WITH AVCON:
10

RELEVANT EXPERIENCE:

AVIATION PROJECT HANDBOOK
FDOT Central Office, Tallahassee, FL | Chief Planner
This project represented annual revisions to the prior Aviation Project Handbook to reflect current statutory regulations and state policies related to aviation funding for capital improvement projects at Florida public-use airports. The Handbook serves as an airport reference manual on the range of state-funding programs for airports, including eligibility criteria as well as conditions and other parameters for applying for aviation grants. In addition to grants, they provide guidance on the State Infrastructure Bank loans and provides current contact information for FAA and FDOT District officials.

GUIDEBOOK FOR AIRPORT MASTER PLANNING
FDOT Central Office, Tallahassee, FL | Chief Planner
This annual project involves a wholesale update to the FDOT's airport master planning manual, including the incorporation of updated data to reflect current FDOT and FAA polices for airport master plans. The Guidebook is the preeminent tool for Florida airports initiating a master plan update as it provides detailed and up-to-date guidance on the various technical elements of a master plan, methods for addressing these elements, and the state policies that compel airports seeking state funding assistance.

PTGA PROJECT SCOPE DESCRIPTIONS
FDOT Central Office, Tallahassee, FL | Chief Planner
This project included the development of project scope descriptions for use by the FDOT Aviation Office in administrating Public Transportation Grant Agreements (PTGAs) with Florida Airports. AVCON coordinated project types consistent with FAA National Priority Ratings and created unique project scope descriptions for the FDOT to utilize in the distribution and execution of state aviation grants to support airport projects. The project scope descriptions identified services commonly associated with airport projects and were developed consistent with Florida statutory requirements for state funding.

MASTER PLAN UPDATE
Ocala International Airport, Ocala, FL | Project Manager
Updated the existing Master Plan and Airport Layout Plans that justified the extension of the primary runway, provided for development of non-aeronautical development on the west side of the airfield, and developed the justification for an ATCT.

AIR TRAFFIC CONTROL TOWER SITING STUDY
Ocala International Airport, Ocala, FL | Project Manager
Directed the study that analyzed three sites on the Airport for the best location of a new contract ATCT based on the new Alternative Siting Process delineated in FAA Order 6480.4A.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Sent.)

Mary Soderstrum, AIA, NCARB | Planning

AIR TRAFFIC CONTROL TOWER ENVIRONMENTAL ASSESSMENT

Ocala International Airport, Ocala, FL | Project Manager

Performed an environmental assessment on the selected ATCT site to assess the impacts the construction and operation the Tower could have on the environment.

SPACEPORT LAUNCH SITE OPERATOR'S LICENSE APPLICATION

Cecil Airport, Jacksonville, FL | Project Manager

Directed the highly detailed License Application process, which included not only risk assessments for the flight corridor of the anticipated vehicles but also addressed safety and security issues at the Spaceport and the surrounding community but also established a local emergency response plan.

SPACEPORT ENVIRONMENTAL ASSESSMENT

Cecil Airport, Jacksonville, FL | Project Manager

Directed the environmental assessment necessary for a launch site operator's license to operate Cecil Airport as a horizontal launch spaceport for reusable launch vehicles that are being developed as commercial vehicles that will take passengers and payloads into a suborbital flight and return.

INTERIM ALP UPDATE

Gainesville Regional Airport, Gainesville, FL | Project Manager

This project comprises development of an Interim ALP Update concentrating on Taxiway A and ensuring that it meets FAA AC 150/5300-13A.The project consists of geometry changes to Taxiway A. The changes consist of taxiways and taxiway stubs and associated fillets as they meet Taxiway A. These changes will show an extension of Taxiway A west to remove the curve in the existing taxiway before it reaches the threshold of Runway 7 and replacing the curve with a 90-degree angle. In addition, the run-up pads located on Taxiway A-4 and the west end of Taxiway A are being reconfigured to conform with FAA AC 150/5300-13A and sized to accommodate the appropriate sized and number of aircraft; future Taxiway D will be removed per the FAA-ADO; Taxiway A-5 is being reconfigured to move the connection with Taxiway A further to the east to have Taxiway A-5 meet Taxiway A at a 90-degree angle; the existing direct connection between the General Aviation apron and Taxiway A-5 is being removed; Taxiway A-1 is being removed; appropriate fillet size/radius of each turn for both ends of each taxiway connector to Taxiway A is being provided; Building Number 27 is being removed; and the old ARFF building is being removed. AVCON is also preparing cost estimates for the design and construction phases of the Taxiway A project.

MASTER PLAN UPDATE

Perry Foley Airport | Senior Airport Planner

This Master Plan Update included inventory of existing conditions, forecasts of aviation activity, environmental considerations, facility requirements, demand capacity analysis, runway length analysis, wind coverage analysis, the development and evaluation of alternatives, the development of an Airport Industrial Park on the site of a runway recommended for closure, the refinement of the preferred alternative, the updating of the Airport Layout Plan, the development of a Capital Improvement Program with project descriptions, cost estimates, and proposed project schedules.

AIRPORT LAYOUT PLAN UPDATE

Zephyrhills Municipal Airport, Zephyrhills, FL | Senior Airport Planner

This detailed Airport Layout Plan Update (ALP) included the development of new Aviation Activity Forecasts, the determination of the Primary Runway, the determination of runway lengths and widths, a Capital Improvement Program and the determination of funding sources, as well as a complete update of the Airport's Property Map.

MASTER PLAN UPDATE

Wauchula Municipal Airport, Wauchula, FL | Project Manager

This Airport Master Plan Update was prepared for the City of Wauchula and the Wauchula Municipal Airport to provide long-range airport improvement strategies that address the future demand for aviation and aviation-related services at the Wauchula Municipal Airport. This study considered future airport improvements for a 20-year period of 2012 to 2031.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Sent.)

ANDREW NAZARKEWYCH

Planning

EDUCATION:
AS, Computer Drafting and Design, ITT Technical Institute (2003)

EXPERIENCE:
Career: 2002 – Present
ICE: 2019 – Present

Mr. Nazarkewych is a Senior Aviation Planning Designer and leads the production of aviation planning graphics and technical analyses for the firm. He has completed numerous Airport Layout Plans (ALPs) for airports throughout the country as well as specialty aviation planning assignments. Mr. Nazarkewych specializes in creating unique opportunities to constantly improve the production and quality of products and works across many design platforms including AutoCAD Civil3D, ESRI ArcMap, Blue Marble Global Mapper, and Transoft Solutions AviPLAN applications. In addition to his primary role in aviation planning, he routinely assists with architecture and engineering projects and provides assignments to junior designers and guidance regarding the technical delivery of submittals.

EXPERIENCE:

Airport Master Plan Update, Brooksville-Tampa Bay Regional Airport – Brooksville, FL | As a Senior Designer, Mr. Nazarkewych produced most of the AutoCAD graphics for the Master Plan Update including the Airport Layout Plan (ALP). The study included a large-scale land use analysis due to the availability of property for both aviation and non-aviation purposes. Many of the projects illustrated in the Master Plan Update have been implemented at BKV and Mr. Nazarkewych has assisted with multiple different aviation planning assignments and specialty studies for BKV during his tenure at a previous firm. The firm conducted a Master Plan Update for the Airport and Technology Center to promote safe and efficient airport facilities and the continued economic development of the 430-acre Technology Center, which is home to over 125 manufacturers and aerospace suppliers.

Airport Master Plan Updates, Peter O. Knight Airport, Tampa Executive Airport, and Plant City Airport – Hillsborough County, FL | Mr. Nazarkewych served as the Senior Designer for all graphic production by the company for this large-scale effort. Each airport has its unique character, and he was able to tailor the development of alternatives and recommendations accordingly.

Baggage Screening System Upgrades, Tampa International Airport – Tampa, FL | As Senior Designer, Mr. Nazarkewych was responsible for providing AutoCAD and planning support for this effort including the preparation of pre- and post-construction graphics.

Aviation Engineering/Architecture Services for Airport Development Projects, Livingston Executive Airport – Livingston Parish, LA | Mr. Nazarkewych serves as the Senior Lead Designer for this project which includes providing program development services for the justification, design, and construction of a new airport in Livingston Parish, Louisiana known as the proposed Livingston Executive Airport. His responsibilities include development of report graphics, ALP, NPIAS Justification Study graphics, and assistance with engineering schematics. This project includes a Justification Study for the proposed airport to enter the FAA's National Plan of Integrated Airport Systems (NPIAS), a feasibility study and preliminary engineering report for the proposed airport site airport master plan update; website development, community engagement and stakeholder engagement meetings; environmental analysis and permitting; architectural project visioning and conceptual design (including 3D renderings and fly throughs of the recommended airport concept); architectural preliminary building facilities design; engineering airport development and design; and Benefit-Cost Analysis (BCA). It is anticipated that the airport will be constructed and open within the next five years.

Airport Master Plan Update, Jim Hamilton L.B. Owens Airport – Columbia, SC | As a Designer, Mr. Nazarkewych was responsible for the production of all AutoCAD graphics for the Master Plan Update including the Airport Layout Plan (ALP). This airport is located in Downtown Columbia and surrounded by several sensitive land uses. Mr. Nazarkewych utilized his ability to quickly perform obstruction assessments as part of this effort with a combination of AutoCAD Civil3D and ESRI ArcMap tools. The Master Plan Update included various different obstruction assessments because of the surrounding land uses (e.g., a railroad) and

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pgs)

Andrew Nazarkewych | Planning

Mr. Nazarkewych was able to provide a resolution for all issues that allowed the airport to comply with FAA airspace regulations in a safe and efficient manner.

Airport Master Plan Update and Runway Justification Study, Rickenbacker International Airport – Columbus, OH | As a Senior Designer, Mr. Nazarkewych was responsible for the production of all AutoCAD graphics for the Master Plan Update including the Airport Layout Plan (ALP). This former military base has become one of the fastest growing international air cargo airports and multi-modal logistics centers in the United States in a short period of time and continues to experience aviation activity growth and significant development in the surrounding area. Mr. Nazarkewych translated the projected growth demands for wide-body international air cargo activities (including apron requirements and processing facilities) into a realistic development program that the Columbus Regional Airport Authority (CRAA) intends to follow to meet short-term and long-term demands. The Master Plan Update also included a Runway Justification Study to illustrate the need to maintain two parallel runways that are capable of supporting activity between Columbus and locations around the globe. He developed graphics for the Runway Justification Study that illustrated the global locations served from LCK and was able to clearly illustrate CRAA's preservation initiatives for both parallel runways.

Columbia Metropolitan Airport, Airport Master Plan Update – Columbia, SC | Mr. Nazarkewych assisted with the production of report graphics and the Airport Layout Plan (ALP) for the Master Plan Update. His primary role was to assist with AutoCAD efforts and to support the final production of the graphics and documentation for this effort.

Detailed Airport Layout Plan Update, False River Regional Airport – False River, LA | As a Senior Designer, Mr. Nazarkewych was responsible for the production of all AutoCAD graphics for the Detailed Airport Layout Plan Update. The effort included a detailed land use analysis to assist with determining where property acquisition was needed to construct additional hangars and support facilities. He helped to identify the required parcels and to develop a phased development plan for the False River Air Park Commission to follow to meet immediate and long-term development demands.

Airport Layout Plan Update and Business Plan, Orangeburg Municipal Airport – Orangeburg, SC | As a designer, Mr. Nazarkewych was responsible for the production of most AutoCAD graphics for the Airport Layout Plan Update and Business Plan. The effort included a detailed property map depicting existing property, released property, existing easements, and future property acquisition requirements and easements. He utilized his ability to interpret legal descriptions to digitize property information from deeds and to obtain approval of the ALP drawing set by the FAA.

Airport Layout Plan Update and Business Plan, Morehouse Memorial Airport – Bastrop, LA | As a Designer, Mr. Nazarkewych was responsible for the production of all AutoCAD graphics for the Airport Layout Plan Update. He attended meetings with the City of Bastrop to discuss opportunities to fulfill their long-term vision for the airport and translated that in the production of report graphics and the ALP drawing set.

Airport Master Plan Update, Upshur County Regional Airport – Buckhannon, WV | This airport was constructed at the top of a mountain and required an extensive terrain analysis to provide realistic recommendations for future airfield and landside development and also to evaluate obstructions associated with the surrounding mountainous terrain. As a Designer, Mr. Nazarkewych utilized AutoCAD Civil3D to identify the most cost-effective opportunities for development at W22 while complying with FAA requirements.

Airport Layout Plan Update (ALP), Aiken Regional – Aiken, SC | As a designer, Mr. Nazarkewych assisted with the production of AutoCAD graphics for the Airport Layout Plan Update. He assisted with the final delivery and production of submittals to the FAA and with quality control efforts.

Airport Layout Plan (ALP) Update, Darlington County Airport – Darlington, SC | As a designer, Mr. Nazarkewych was responsible for the production of all AutoCAD graphics for the Airport Layout Plan Update. He created high-quality graphics that illustrated opportunities for both aviation and non-aviation development at UDG and was asked to do follow-up work on the ALP to provide a clean full-color ALP that could be utilized for marketing purposes.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Sent.)

Bob Anderson, AIA

Architecture

EDUCATION:
BS, Architectural Design, Clemson University (1979)

EXPERIENCE:
Career: 1979 – Present
ICE: 2019 – Present

REGISTRATION:
NCARB, 1988, 36362

Registered Architect:
FL #AR100018

PROFESSIONAL AFFILIATIONS:
American Institute of Architects

Mr. Anderson specializes in architectural design for airport structures. His project management experience includes responsibilities for design and development of architectural projects beginning with preliminary studies and conceptual plan development, architectural design, interdisciplinary coordination, construction plan preparation, specifications, estimates, construction administration, and client consultation. With many years of experience, He has been the principal technical specialist in planning, designing, and administering the construction of both new and renovation commercial terminal programs, such as Augusta, Georgia; Monroe, Louisiana; Albany, Georgia; St. Petersburg, Florida, and Myrtle Beach, South Carolina. Mr. Anderson has also developed an area of expertise in creating airport terminal programs that reflect the specifics of their location through a "visioning process," combining physical layout, local design influences, and colors and materials to create unique designs. Mr. Anderson is also very familiar with the intricacies of planning and designing new general aviation terminals and hangars, ARFF stations, rental car maintenance facilities at many locations throughout the South and Eastern US.

EXPERIENCE:

Programming and Conceptual Design for Aircraft Rescue and Fire-Fighting Station (ARFF), Ocala Regional Airport – Ocala, FL | Through meetings with the Airport and Fire Department, Mr. Anderson performed programing for new ARFF station and created conceptual plans and site plans for a new 9,400-square-foot, one-story joint use fire station and airport rescue and firefighting (ARFF) facility. Consultant's tasks included researching and reviewing building and site documents; conducting a site visit; identifying immediate and long-term facility spatial and site development programming needs; identifying and evaluating building and site conceptual alternatives, including a preferred alternative, and preparing cost estimates for local and state funding.

CONRAC Facilities Refurbishment, Destin-Fort Walton Beach Airport – Valparaiso, FL | Mr. Anderson serves as Architect of Record on this project which will refurbish various aspects of the existing CONRAC Facility at the airport in order to satisfy immediate rental agency needs and upgrade aging mechanical equipment. The existing 10-station vacuum island currently serves as a bottleneck to rental car agency operations, inhibiting optimal efficiency. The project involves adding 20 vacuum stations to increase efficiency. The vacuum station will add two central 30hp pumps and debris canisters to power the system along with individual debris canisters to prevent the system from clogging. A steel canopy will be installed to cover the additional vacuum stations. The project also includes refurbishing various aspects of the facility, including replacing the existing fuel pumps with digital models, installing new inventory controls, replacing chip-key with proximity cards, and replacing all the wash equipment in the five-bay building. The project is funded through collected Customer Facility Charges (CFC's).

Hangar Feasibility Study, Gainesville Airport, Gainesville, FL | Mr. Anderson served as Planner and Designer. As a part of a development proposal, the consultant reviewed a 1.0-acre area for a new corporate hangar. Mr., Anderson specifically reviewed the code issues, conceptual site, and building layout for a potential tenant desiring a 14,000-foot hangar and 6,000 square feet of office and support facilities. Client reviews and estimated costs were prepared for client and Airport action.

Hangar Feasibility Study, Valkaria Airport – Valkaria, FL | Mr. Anderson served as Planner and Designer. As a part of an open-end contract, the consultant reviewed a new development area for corporate hangars and shade hangars. Mr., Anderson specifically reviewed the code issues, conceptual site, and building layout for a potential tenant desiring a 12,000-foot hangar and 3,000 square feet of office and classroom facilities for a maintenance repair program. Client reviews and estimated costs were prepared for client and Airport action.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e8e (5 pgs)

Bob Anderson, AIA | Architecture

Hangar Design Criteria Package, Sebastian Municipal Airport, Sebastian, FL | Mr. Anderson served as a Designer. As a part of an open-end contract, the consultant prepared a design -build criteria package for a new 3-bay corporate hangar. Mr., Anderson specifically reviewed the code issues, conceptual site, and building layout an 11,700-foot hangar and 5,000 square feet of office tenant areas, split into two locations. Client reviews and estimated costs were prepared for client and Airport action.

Terminal Renovations, St. Pete-Clearwater International Airport – Clearwater, FL | Mr. Anderson was responsible for Terminal Phase 1A, concepts and schematic design and detailed phasing plans. The consultant provided design and construction services for renovations included hold room expansion, ticketing renovations, and improvements to bag screening and security checkpoints.

Aircraft Rescue and Firefighting (ARFF) Facility, Gainesville Regional Airport – Gainesville, FL | Mr. Anderson duties consisted of reviewing project scopes and programming documents, and also providing Quality Control reviews for completeness and coordination between disciplines and between drawings and specifications. Consultant's design services consisted of design to replace the existing 5,600 s.f. ARFF station built in 1979. The new three-bay station consists of an 8,500 square foot building, new parking lot, and apron approach road on a site adjacent to the ATCT. The consultant provided planning, architecture, and engineering design services for the construction of the new ARFF facility.

Terminal Renovations, Orlando Sanford International Airport – Sanford, FL | Mr. Anderson was responsible for conceptual design and QC reviews of a pay-per-use / first class passenger lounge to accommodate tourist/charter traffic. The consultant provided design services for a 5,100 square foot renovation including a main "palm court" with bar, TV seating areas, private lounge rooms, and amenities for children including a toddler playroom, a game arcade, and a nursing room.

Terminal Area Planning Study, St. Petersburg- Clearwater International Airport – St. Petersburg, FL | Mr. Anderson was responsible for planning and design associated with Master Plan Update. Scope included demand capacity review, building program, floor plan and exterior renovation concepts, and estimates for renovations to the existing termina/ building.

Airport Planning Study, Daytona Beach International Airport – Daytona Beach, FL | Mr. Anderson was responsible for planning concepts for Parcel 62 development for aircraft hangar and aircraft maintenance. Site and building concepts for 150,000-square-foot cargo aircraft maintenance hangar (B727 to B 767 sized aircraft).

Terminal Planning Study, Tallahassee Regional Airport – Tallahassee, FL | Mr. Anderson was responsible for planning study for implementation/feasibility of EDS systems. Review included activity analysis, justification and sizing of equipment, development of multiple concepts illustrating trace detection, CTX and in-line systems, and cost estimates. The work was completed in less than three weeks in order to coordinate with TSA/Boeing rollout start.

General Aviation Terminal Building, Destin Executive Airport – Destin, FL | Mr. Anderson provided project conceptual design and programming. The consultant's design responsibilities consisted of the construction of a new 5,400-square-foot general aviation terminal and involved significant utility work, underground storage tank removal and permitting with the City of Destin. In addition, the project included site and building demolition of three existing buildings prior to construction of the new terminal.

Intermodal General Aviation Center, Albert Whitted Airport – St. Petersburg, FL | As a part of the program management services, Mr. Anderson performed planning and conceptual building and site design and reviews. This project was a part of the facilities enhancement project at the airport. The consultant provided design and construction services for general aviation facilities, which included a 10,000-square-foot terminal, two storage hangars, aircraft apron and taxiways, landside facilities, and utilities.

General Aviation Terminal Building, Gainesville Regional Airport – Gainesville, FL | Serving as a Project Designer and Planner Mr. Anderson was responsible for initial space programming, floor plan, and exterior concepts for 5,000-square-foot general aviation terminal. The FBO tenant was looking to meet Exxon Aviatat standards in new construction or in a renovation of their current facility.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e8e (5 pt.)

KARINA LANIER, AAIA

Architecture

EDUCATION:
Master of Architecture, University of South Florida (2012) | Professional Bachelor of Architecture and Arts, Universidad Piloto de Colombia (2006)

EXPERIENCE:
Career: 2005 – Present
ICE: 2019 – Present

PROFESSIONAL AFFILIATIONS / CREDENTIALS:
- Colombian Society of Architects
- National Professional Council of Architecture and its Ancillary Professions: Professional Registration Number A25192006-52997094

Ms. Lanier specializes in aviation architectural design. She has been involved in many different aviation architecture projects for both public and private sectors, ranging from small to large, and from conception to construction. Her project experience includes assisting with the design of major projects at Tampa International Airport, St. Pete-Clearwater International Airport, and several other Florida airports. Ms. Lanier has both new construction and renovation project experience, including those for: main terminal additions, interior renovations, TSA security line design, baggage handling systems, and restrooms. She effectively collaborates and coordinates with clients, stakeholders, and associated project engineers. Ms. Lanier is proficient in various software, including Revit, Lumion, AutoCAD, SketchUP, Bluebeam, and Artlantis Studio 4. For increased efficiency, Ms. Lanier utilizes software which allows for seamless coordination and collaboration with subconsultants.

EXPERIENCE:

General Aviation Terminal, Ocala International Airport – Ocala, FL | This Design-Build project involved the development of plans for a brand-new 17,500-square-foot general aviation terminal. The project required a design charrette to garner project stakeholder and community input. To help the City of Ocala in meeting its budget, alternatives were prepared during the design phase. The floor plan includes a restaurant, large conference area, rental car company offices, pilot rest and recreational facilities, and office space which allows for the full operation of fixed-base operator (FBO), Sheltair Aviation, which supplies jet fuel and food to the airplanes. For the Design Criteria Package which was developed in order to obtain competitive bids from General Contractors, Ms. Lanier served as the Senior Designer responsible for the Interior Design. Upon selection of the Design-Build firm, Ms. Lanier served as part of the Resident Project Representative (RPR) team, assisting with Construction Administration and the final Interior Design of the terminal.

T-Hangars, Box Hangars, and Access Taxiway Development, Valkaria Airport – Valkaria, Florida | Ms. Lanier is serving as the Task Leader on this project that involves designing, permitting, and bidding of three, 24-unit nested T-Hangar buildings with attached box end hangars as well as two separate box hangars, including taxidrives and taxilanes to be located off the north end of Runway 14. Work includes preparing civil site design drawings, technical specifications, and schematic drawings. Additionally, the team is tasked with developing the Construction Documents package for use in bidding and permitting the project.

Preliminary Design for Skimmers Point Gate Guard Relocation – Gulfport, FL | This residential project involves replacing the existing gate house with a new gate house structure to update the aesthetics to match the guard house on the opposite end of community. The new 250-square-foot ADA-compliant building will feature a clay tile roof, restroom, office, and storage space. Due to the location of the project, utility work was a significant component and required coordination with several utility agency owners. The scope of work consisted of demolishing the current guard building and relocating it southeast. Ms. Lanier was in charge of developing the guard house design and preparing the pricing set.

Restroom Improvements, Tampa International Airport – Hillsborough County, FL | This project involved design-phase evaluations for two upgraded restrooms at the airport. For airsides A and E, a complete demolition of the current restrooms preceded the implementation of a unique, modern design that reflected the character and theme of each airside terminal. As Senior Designer, Ms. Lanier was responsible for creating multiple design options prior to the development of the contract documents. To reduce the time the restrooms would be out of service, the project included phased and accelerated construction work activities.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pgs)

Karina Lainer, AAIA | Architecture

Administration Building Design, Kissimmee Gateway Airport – Osceola County, FL | Ms. Lanier served as the Senior Designer on this project which included the design of a new airport administration building and related site improvements.

Ticketing A Baggage Claim System, St. Pete-Clearwater International Airport – Pinellas County, FL | This project consisted of the renovation and addition of the baggage claim system and airline office renovation. Ms. Lanier served as the Senior Designer and Interior Designer responsible for construction documents, interior design and construction administration of the project.

Phase III Gates 7 through 10 Terminal Expansion, St. Pete-Clearwater International Airport – Pinellas County, FL | This $7.5 Million project consisted of architectural and civil design services for the Phase III renovation and addition of the gates 7 through 10 terminals including the expansion of the TSA Checkpoint A and interior design. Ms. Lanier served as the Project Manager Assistant responsible for the construction administration of the project.

General Aviation Center, Punta Gorda Airport – Punta Gorda, FL | This project consisted of the architectural design of the General Aviation Center relocation for this Airport. Ms. Lanier served as senior designer and was responsible for the production of the construction documents. She also served as the interior designer for this project.

Customs Facility Renovation Planning and Design – St. Lucie, FL | This project consisted of the Customs Facility design for the St. Lucie Airport. The project involved interior renovation of 7,950 square feet. Ms. Lanier served as a Project Manager Assistant and was responsible for the construction administration phase of the project.

Fly School Facility New Hangar and Classroom Facility Design – Charlotte County, FL | This project consisted of a retrofit of an existing hangar to include a new office space inside the hangar as well as a new classroom facility next to the hangar. Mrs. Gutierrez-Lanier served as the Assisted Project Manager/Senior Designer responsible for the construction documents.

Materials Testing Lab/Construction Engineering and Inspection Center – Columbia, SC | The selected site includes an existing 18,000-square-foot warehouse building with limited offices which is suitable for the redevelopment needs of the firm. All new infrastructure was needed to support the building uses, while site improvement needs were very minimal. The selected site will be adjacent to the development of a new corporate headquarters for the firm. The existing warehouse was very industrial in appearance, and not in keeping with the adjacent office uses. The design suggested added windows and continuous canopies on the brick portions of the facades, and new storefront openings and canopies on the industrial metal sides to create a more consistent look for the professional services offered. This also made the facility consistent with the City development objectives for West Columbia. Ms. Lanier led the production from Schematic Design to Construction Documents and is currently leading the Construction Administration. She was also responsible for the Interior Design.

New Corporate Headquarters Building – Columbia, SC | To serve their needs as a growing industry leader, ICE decided to relocate the corporate headquarters to a 3-acre site on Highway 378 in West Columbia. The Initial development totals 33,000 square feet with future expansion capability of another 14,000 square feet. Site design includes approximately 160 parking spaces, as well as utilities and grading. The exterior massing emphasizes the central entry and corner stairways. The lower walls will be of brick and the upper floors of a stucco finish with horizontal reveals. Cantilevered roofs and an angled cornice further emphasize the horizontal nature of the building. Simple efficient materials are durable, cost efficient, and easily available to extend to the future addition. Ms. Lanier is serving as the Lead Designer and she is in charge of preparing the Schematic Design through Construction Documents, including pricing sets. She also focused on the Interior Design of the office. She worked directly with the firm's board of directors, as well as several leaders of the company, to satisfy the intent of the design by utilizing her experience of similar buildings.

JEFF LONG

Construction

EDUCATION:
AS, Civil Engineering, Wake Technical Community College (1994) | AS, Surveying Technology, Wake Technical Community College (1994)

EXPERIENCE:
Career: 1994 – Present
ICE: 2020 – Present

Certifications:
- ✓ ACI & NCDOT Concrete
- ✓ NCDOT Level II Erosion & Sediment Control
- ✓ Conventional Density
- ✓ ABC & Borrow Pit Sampling

Mr. Long has over 27 years of construction engineering inspection experience. His areas of expertise include civil construction inspections, sampling and testing of project materials, contractor coordination, documenting construction related activities and quantities in daily and monthly reports, constructability reviews, pre-construction submittals, quality control, and verification testing. Mr. Long ensures that construction procedures, design, and material specifications are met on each project. Projects have included airfield rehabilitation, roadway widenings and extensions, trailheads, bridges, culverts, land development, and utility services.

EXPERIENCE:

Taxiway A, Ocala International Airport (Construction Management) – Ocala, FL | Mr. Long serves as an Airfield Inspector responsible for providing full time RPR and inspection services. Mr. Long is responsible for inspecting all construction activities on site. The Taxiway A Rehabilitation project includes the milling and overlay of the existing taxiway as well as the demolition of several taxiway connectors and the construction of several new taxiway connectors. The project includes a re-alignment of portions of the existing taxiway as well as widening. Project includes the addition of taxiway edge lights and taxiway signage.

Taxilane and Sitework for Future Hangar Development and Taxiway "A" Repairs, Sebastian Municipal Airport – Sebastian, FL | Mr. Long serves as an Airfield Inspector responsible for providing RPR and inspection services. ICE prepared construction plans, specifications, and bid documents for the construction of a taxilane to serve future box hangar development located along the west side of Taxiway "A" between the existing police station and T-hangar site. ICE also led the design for the rehabilitation of 200 feet of Taxiway "A" on the south side of Runway 10-28, as well as the design of the parking lot and site utilities that will serve the future hangar development.

East Airfield Pavement Rehabilitation, Tampa International Airport (Construction Management) – Tampa, FL | Mr. Long served as an Airfield Inspector and was responsible for airfield construction inspections of construction activities to ensure compliance with the plans and specifications, coordination of the work that required runway, taxiway and airside apron closures with Airport Operations, coordinate and monitor all Quality Assurance testing required by the contractor specifications, document quantities of materials used on the project by generated spreadsheet format, maintain a daily report of construction activities and project photographs. The purpose of this project was to rehabilitate pavements for Taxiways E, U, G, N1 and S. Rehabilitation of these Taxiways consisted of an asphalt mill and overlay. The project also provided for the removal of Taxiway F and partial removal of Taxiway E. These Taxiways were asphalt and/or concrete. Removal of these Taxiways required modifications to the taxiway edge lighting and signage. This project also provided for the removal and reconstruction of connecting Taxiways between the FBO Apron and Taxiways S and D. The existing connecting Taxiways were a combination of concrete and asphalt. The new connecting Taxiways were constructed of hot mix asphalt with a lime rock base. New airfield lighting and stormwater collection was required. This project provided for the rehabilitation of the FBO Apron which included milling/overlay and seal coat. This project also provided for the removal and replacement of existing airfield markings throughout the majority of the airfield.

Taxiway N Reconstruction, Airfield Slab Replacement, Airside F Joint and Slab Rehabilitation and Taxiway W Reconstruction, Tampa International Airport – Tampa, FL | Mr. Long served as an Airfield Inspector and was responsible for; airfield construction inspections of construction activities to ensure compliance with the plans and specifications, coordination of the work that required runway, taxiway and airside apron closures with Airport Operations, coordinate and monitor all Quality Assurance testing required by the contractor specifications, document

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pt.)

quantities of materials used on the project by generated spreadsheet format, maintain a daily report of construction activities and project photographs. project consisted of several elements of work. The first element was the reconstruction of the Western half of Taxiway N in which the current PCC pavement was demolished and replaced by a new asphaltic cement section. The second element of work consisted of the reconstruction of the Southern half of Taxiway W in which the current PCC section was replaced by a new PCC section, with asphaltic shoulders. The existing lighting system associated with those sections of Taxiway N and W were removed and replaced with a new system. Where appropriate existing Quartz lights were replaced by LED lights. The last elements of work included the rehabilitation of airfield slabs and joints throughout the airfield.

Taxiway Rehabilitation – Phase 2, St. Pete-Clearwater International Airport (Construction Management) – Clearwater, FL | Mr. Long served as an Airfield Inspector and was responsible for airfield construction inspections of construction activities to ensure compliance with the plans and specifications, coordination of the work that required runway, taxiway and airside apron closures with Airport Operations, coordinate and monitor all Quality Assurance testing required by the contractor specifications, document quantities of materials used on the project by generated spreadsheet format, maintain a daily report of construction activities and project photographs. This project included performance of full-time inspection and Quality Assurance testing as well as general project administration and coordination. The project team also served as the liaison between the Airport and the Contractor. The areas of work included Taxiway A South of Runway 4-22 and Taxiways F and M (Base Bid); Taxiways B and T (Additive Bid #1); and Taxiways M, J, K and U (Additive Bid #2). Additional services included review of project documentation, conducting the Pre-Construction Conference, submittal reviews and requests for information, contractor pay applications, change orders, site visits and meetings, and Resident Project Representation (RPR).

Taxiway B Reconstruction, Zephyrhills Municipal Airport – Zephyrhills, FL | Mr. Long served as an Airfield Inspector and was responsible for airfield construction inspections of construction activities to ensure compliance with the plans and specifications, coordination of the work that required runway, taxiway and airside apron closures with Airport Operations, coordinate and monitor all Quality Assurance testing required by the contractor specifications, document quantities of materials used on the project by generated spreadsheet format, maintain a daily report of construction activities and project photographs. The project consisted of the reconstruction and realignment of Taxiway B from the FBO to Runway 1-19. Taxiway B was milled and resurfaced from the FBO to Taxiway A. The intersection of Taxiway A and B was reconfigured with new asphalt pavement geometry points, pavement markings, edge lighting and circuitry. Taxiway B from Runway 5-23 to 1-19 was relocated next to the existing portion of old Taxiway B, with new limerock base, asphalt pavement, pavement markings, edge lighting and guide signs. The project included the rehabilitation of the existing section of Taxiway B and portions of aprons located around the FBO by seal coat application.

Terminal Apron Rehabilitation, Sebring Multimodal Logistics Center – Sebring, FL | Mr. Long served as an Airfield Inspector and was responsible for airfield construction inspections of construction activities to ensure compliance with the plans and specifications, coordination of the work that required runway, taxiway and airside apron closures with Airport Operations, coordinate and monitor all Quality Assurance testing required by the contractor specifications, document quantities of materials used on the project by generated spreadsheet format, maintain a daily report of construction activities and project photographs. The purpose of this project was to rehabilitate the 36,500 SYDS of PCC terminal apron. The project involved the recycle of the existing PCC apron into crushed aggregate base course with 9” of P-501 PCC replacement. Construction of taxiways between Taxiway A and the terminal apron were included. Storm drainpipe and trench drain upgrades were required, in addition to airfield edge lighting modifications.

Taxiway A and Bridge, Tampa International Airport – Tampa, FL | Mr. Long served as an Airfield Inspector and was responsible for airfield construction inspections of construction activities to ensure compliance with the plans and specifications, coordination of the work that required runway, taxiway and airside apron closures with Airport Operations, coordinate and monitor all Quality Assurance testing required by the contractor specifications, document quantities of materials used on the project by generated spreadsheet format, maintain a daily report of construction activities and project photographs.

ROBERTO FARINAS

Construction

EDUCATION:
BS, Civil Engineering, Civil Aviation University, Kiev (1986)

EXPERIENCE:
Career: 1986 – Present
ICE: 2019 – Present

REGISTRATION:
Professional Engineer: Ontario, Canada

Since 1986, Mr. Farinas has been involved in infrastructure development projects which includes infrastructure, tunnels, electrical substations, roadways, and underground utilities. He has also been involved in the design, planning, and construction for airport projects in the United States, Canada, Qatar, and Cuba. Having obtained a bachelor's degree in Civil Engineering and as a licensed professional engineer in Canada, Mr. Farinas brings an in-depth understanding of engineering principles coupled with a proven track record performing thorough inspection of various construction activities. Having performed oversight on numerous construction projects through project acceptance and close out, Mr. Farinas is adept at record keeping, documentation, and grant assurances. His project experience includes having served as a Senior Construction Engineer on a multimillion-dollar new airport development project that included the construction of a midfield area systems, taxiways, aircraft aprons, access roads, sub-stations, underground utilities, and tunnels.

EXPERIENCE:

West Apron Expansion Construction, Destin-Fort Walton Beach Airport – Okaloosa County, FL | Mr. Farinas served as an inspector for the construction of this project which consisted of enlarging the West Apron to create five additional commercial aircraft ground loading apron spaces for A319/320 and other narrow body aircraft. The spaces also serve as remain overnight (RON) space for aircraft to base for early flights when all of the existing spaces with jet bridges are full or otherwise under exclusive lease by another airline. Adjacent existing asphalt apron pavement, taxiways and vehicle parking were also rehabilitated. Significant utility relocations were performed to include gravity sewer, force main, electrical and water service. Structural work included the construction of a steel covered walkway for passengers accessing a future terminal concourse. As the full-time RPR, Mr. Farinas' duties included performing inspection of construction activities to ensure work was completed in accordance with the plans and specifications; preparing daily reports; conducting weekly construction progress meetings; photographing the project's progress; coordinating with Airport Operations as well as other Airport contractors under separate contract for multiple projects; conducting Davis-Bacon interviews; and managing the overall QA effort. He also managed field engineering changes and modifications. Additionally, his duties included monitoring weather impacts, and identifying discrepancies or omissions in the issued for construction plans and communicating them to the Project Manager. He was in charge of coordinating the Independent Verification (IV) for testing and approval of materials, soils, asphalt, and concrete; witnessing and approving the testing and commissioning of electrical systems, water, and sanitary sewer lines; performing the preliminary walk through with Airport staff and identifying Punchlist items for rectification, as well as following up for the closure of the items noted; and preparing as-built documentation and close out.

Terminal Expansion, Southwest Florida International Airport – Lee County, FL | Mr. Farinas serves as Inspector on this $331 Million terminal expansion project at the airport. Work involves remodeling 164,000 square feet of the existing facility and adding 117,000 square feet of. ICE serves as a subconsultant on this project responsible for providing CEI services on this project.

General Engineering Consultant for the Town of Indian Shores – Indian Shores, FL | ICE was selected on a continuing contract to provide professional engineering services, such as site plan reviews, general civil engineering services, designs, specifications bid administration, construction services, municipal planning, transportation/traffic engineering, land surveying, environmental/hazardous materials services, management of the Town's NPDES permit, and other consulting services. Mr. Farinas has worked on the following task work orders assigned under this contract as Senior Inspector responsible for performing site reviews:

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pgs)

- Residential Lot Site Plan Review – ICE is tasked with performing site plan reviews of single-family lots for new housing. ICE will assess planning and zoning needs and complete ordinance compliance reviews.
- Municipal Center Driveway Revision to Gulf Boulevard – ICE has been tasked to review the current design plans and utilize the paving and grading data to ensure the new driveway design will accommodate the FDOT design requirements. The existing driveway will be closed and converted to four new parking spaces with a new landscape barrier along Gulf Boulevard. ICE will update the design plans as needed and prepare a bid package for approval and place it out to bid for contractor pricing.

Airport Engineering for FAA-FDOT Funded Projects – Various Locations | Mr. Farinas served as an Aviation Project Engineer responsible for performing airport planning, design, construction administration, and technical observation of construction for the following airport projects in Florida:

- **General Aviation Terminal and Parallel Taxiway "C", Page Field Airport (FMY) – Fort Myers, FL**
- **Runway 06-24 Rehabilitation, Southwest Florida International Airport (RSW) – Fort Myers, FL**
- **Lighting and Signage Improvements, Naples Municipal Airport Airfield (APF) – Naples, FL** | Mr. Farinas served as RPR on this project for the City of Naples responsible for overseeing construction activities. He oversaw ensuring the Contractor was performing work as per the drawings and specifications and as per the approved material submittals. He performed daily coordination with airport operations about the work area for the day and the safety procedures to follow to minimize the impact to the aircraft operations, preparing daily reports, quantifying the installed quantities, approving payment requisitions, making sure the Contractor complied with the FAA Advisory Circular, Operational Safety During Construction. Mr. Farinas conducted the construction progress meetings and made sure the approved construction schedule was followed. He witnessed and approved the acceptance testing of the new systems as per the specifications. He participated in the final completion walkdown with the client and the General Contractor as well as prepared the punch list items and followed up to ensure the items were rectified. The scope of work involved the replacement of all the airfield lighting and signage for Runway 5-23 and Runway 14-32, as well as for the taxiway system, including the approach lighting system and the PAPI. Additionally, the CCR and panel at the electrical vault were upgraded.
- **Exit Taxiways, Page Field Airport (FMY) – Fort Myers, FL** | Design and Construction project
- **Airport Layout Plan Update, Page Field Airport (FMY), Fort Myers, FL**
  East Hangars, Page Field Airport (FMY), Fort Myers, FL | Design and Construction project
- **North Quadrant Site Development, Page Field Airport (FMY), Fort Myers, FL** | Design project
- **South Hangars, Page Field Airport (FMY), Fort Myers, FL** | Design and Construction project
- **Southeast Ramp, Page Field Airport (FMY), Fort Myers, FL** | Design and Construction project
- **New Parallel Taxiway "C", Immokalee Regional Airport (IMM) – Immokalee, FL** | Mr. Farinas served as an Aviation Project Engineer at the Immokalee Regional Airport responsible for construction of Taxiway "C", a new parallel taxiway to Runway 36. The following work was included as part of this project: the improvement of the stormwater drainage system, the rehabilitation of the existing General Aviation apron, the installation of new taxiway signage and pavement markings, and improvements to the airfield lighting system. Mr. Farinas served as part-time RPR overseeing the construction activities and ensuring installation was compliant with the drawings, specifications, and the approved material submittals.
- **New Parallel Taxiway, Everglades Airpark (XO1) – Everglades, FL** | Mr. Farinas participated on the planning and the design and prepared cost estimates for the project. He was the part-time RPR for the construction phase and performed technical observation of construction, prepared daily reports, and prepared close out documentation. The project consisted of the construction of a new parallel taxiway to Runway 15-33. Work on this project also included improvement of the stormwater drainage system, the installation of new taxiway signage and pavement markings, and improvements to the airfield lighting system.

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e9e (5 pgs)

MIKE STALVEY, JR. - S34101375

Vice President/Project Manager

386.755.3633
mstalvey@caltechtesting.com
3309 SW SR 247
Lake City, FL 32024

QUALIFICATIONS CERTIFICATES

- Asphalt Paving Technician – Level I & II – *expired*
- Earthwork Construction Inspector – Level I & II – *expired*
- FDOT Concrete Field Inspector – *expired*
- ACI Concrete Field Technician – Grade I & II - *expired*
- Qualified Sampler – *expired*
- Drilled Shaft Inspector – *expired*
- Nuclear Radiation Safety Training (CPN & Troxler)
- Quality Control Manager (QC Manager)
- Construction of Mechanically Stabilized Earth Walls and Reinforced and Reinforced Soil Slopes - *expired*

PROFESSIONAL PROFILE

Mr. Stalvey has over 20 years experience in Soil, Aggregate, Concrete field-testing and Drill Shaft Inspection. Mike has performed as a Quality Assurance/Verification and Quality Control Manager on numerous FDOT projects as listed below. His experience includes Concrete and Masonry work in performing his duties as a Drill Shaft Inspector. He is very familiar and knowledgeable with specifications and plan reading relating to most projects including vertical, interstate/highway, airport and bridge construction.

PROJECT EXPERIENCE

- AECOM - Suwannee County Airport, West Apron Expansion, Live Oak, FL
- AECOM - GNV Commercial Terminal Expansion and Improvements
- AECOM - Suwannee County Airport Apron Expansion and Hangar Construction
- Cyril E. King Airport Rehab & Relighting of Taxiway "A" East, St. Thomas, VI, Project Manager
- I-10 Truck Parking Availability System FIN#440096-1-52-01, Contract E3Q53
- SR 93, FIN#428804-1-52-01, T2611, Gainesville, FL
- SR 26 (Newberry Rd), T2578, 430542-1-52-01
- SR 93 FIN#428805-1-52-01 Contract#T2590
- SR A1A/US1 San Marco to Magnolia Ave 210452-4-52-01 and 434556-1-52-01
- SR A1A/US1 San Marco to Magnolia Ave 210452-4-52-01 and 434556-1-52-01
- SR 12 / Beach Blvd Roadway Improvements and Widening, QC Manager
- CR 214 roadway Improvements, Trail, Bridge Barrier Wall Anchor Bolt Pull Test Verification
- SR 312 Roadway Improvements, St. Johns County, QC Manager
- CR 356 Roadway Improvements, Taylor County, (CEI) Construction Oversight Management
- SR 9B Right of Way Fencing, Duval County, QC Manager
- US 90 / Duval Street, Mast Arm Structure, Drilled Shaft Inspector

EDUCATION

Columbia High School - Diploma
Lake City Community College – General Associates Degree

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9fa5e8 (Sent.)

R.M. BARRINEAU AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Reginald M. Barrineau, P.S.M., Founded 1988

Oakhurst Professional Park + 1309 S.E. 25th Loop + Suite 103 + Ocala, Florida 34471
PHONE (352) 622-3133 + **FAX** (352) 369-3771 + rmbarrineau.com

TRAVIS P. BARRINEAU, P.S.M.

PROFESSIONAL REGISTRATION

Professional Surveyor and Mapper, State of Florida, LS6897

POSITION AND FUNCTIONAL SUMMARY

Travis Barrineau is President of R.M. Barrineau and Associates, Inc. and is responsible for project management and supervision of field personnel for R.M. Barrineau and Associates, Inc., located in Ocala, FL, a full service surveying and mapping firm offering services to private individuals, engineers, architects, contractors, lending institutions, attorneys and government agencies throughout Central Florida.

EDUCATION

University of Florida, 2009
Bachelor of Science Degree in Geomatics (Surveying and Mapping)

PROJECTS AT OCALA INTERNATIONAL AIRPORT

Project Surveyor for Topographic Survey for New Terminal Building at Ocala International Airport and Construction Staking for Terminal: Provided vertical and horizontal control; SPC's; Civil 3D file

Project Surveyor for ALTA/NSPS Land Title Survey for four new hangar sites at Ocala International Airport: establish boundaries for the lease parcels; topographic data for parcels; prepare metes and bounds descriptions for the parcels; Civil 3D file

Project Surveyor for numerous individual hangars at Ocala International Airport: topographic data; metes and bounds descriptions for lease parcels; SPC's; Civil 3D file

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e8e (5 pgs)

Page 2, Travis
Barrineau

ORGANIZATION MEMBERSHIPS AND COMMUNITY INVOLVEMENT

- Vice-President of North Florida Chapter of Surveying and Mapping Society, 2021-2022
- Secretary/Treasurer of North Florida Chapter of Surveying and Mapping Society, 2013-2015
- Secretary of North Central Florida Chapter of Surveying and Mapping Society, 2010
- Treasurer of North Central Florida Chapter of Surveying and Mapping Society, 2011 and 2012
- Member of American Congress of Surveying and Mapping and National Society of Professional Surveyors
- Member of Florida Surveying and Mapping Society
- Soccer Coach for Youth Big Sun Soccer

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6e8e (5 pgs)

IVAN MARCANO – M.S., P.E.

SENIOR GEOTECHNICAL ENGINEER

386.755.3633
imarcano@caltechtesting.com
3309 SW SR 247
Lake City, FL 32024

QUALIFICATIONS CERTIFICATES

- Professional Engineer in the State of Florida – License #65550 (est. 1/18/2007)
- Professional Engineer in the State of Georgia – License #PE043588
- Professional Engineer in the USVI – License #0-42792-1B
- Certified US Army Corps of Engineers-Construction Quality Management
- Certified FDOT Drilled Shaft and Driven Pile Inspector
- Certified Troxler Radiation Safety Officer

PROFESSIONAL PROFILE

Mr. Marcano has over 30 years of geotechnical and field experience in construction of high-rise residential and commercial projects, public transportation projects, industrial complex, resort hotels, stadium, and dike rehabilitation in the states of Florida, New York, the Bahamas, Panama, Colombia, Venezuela and the US Virgin Islands.

PROJECT EXPERIENCE

- US Army Corp of Engineers (USACE) culverts C3 and C4A
- Communication tower antennas and FDOT
- USACE-Herbert Hoover Dike cut-off wall
- Conducted subsurface investigation programs and inspected driven pile installations for FDOT
- Drill shaft and augercast pile installations at the Miami Metro Rail Orange Line
- Geotechnical Engineering Studies for large-scale resorts, laundry and warehouse facilities in Paradise Island, Nassau, Bahamas
- Construction management (8-story, structural steel bldg., Edo. Cojedes, Venezl.; Landslide Km-30 Via Los Teques-Tejerias, Edo. Miranda, Venezl.)
- Zephyrhills Municipal Airport Taxiway A Rehabilitation – Geotechnical Exploration & Pavement Evaluation
- CEI – Numerous projects in D2 & D3

EDUCATION

- Bachelors in Science in Civil Engineering – Universidad Santa Maria, Caracas, Venezuela
- Master Science in Civil Engineering – University of Florida

Lake City, Florida ■ Jacksonville, Florida ■ US Virgin Islands
www.caltechtesting.com

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

July 29, 2021

Doug Hambrecht, Vice President-Florida Aviation
INFRASTRUCTURE CONSULTING & ENGINEERING, PLLC, LLC
5550 Idlewild Avenue, Suite 102
Tampa, Florida 33634

Dear Mr. Hambrecht:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.1 - Major Bridge Design - Concrete
- 4.2.2 - Major Bridge Design - Steel

Group 5 - Bridge Inspection

- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design
- 6.3.2 - Intelligent Transportation Systems Implementation

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 10 - Construction Engineering Inspection

10.1 - Roadway Construction Engineering Inspection
10.3 - Construction Materials Inspection
10.4 - Minor Bridge & Miscellaneous Structures CEI
10.5.1 - Major Bridge CEI - Concrete
10.5.2 - Major Bridge CEI - Steel

Group 13 - Planning

13.5 - Subarea/Corridor Planning

Group 14 - Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2022, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
172.41%	157.56%	0.274%	Reimbursed	No	11.60%	10.71%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Sent.)

Number of Records Returned: 1

Selection Criteria:

Vendor : CAL-TECH TESTING INC

Vendor Name: CAL-TECH TESTING INC

DBE Certification: CERTIFIED **MBE Certification:** Certified

DBA: **Former Name:**

Business Description: LABORATORY TESTING SERVICES, UNDERGROUND MODIFICATIONS- SINKHOLE, SOIL STABILIZATION, CEMENT, CHEMICAL, POLYURTHANE AND VOID GROUTING

Mailing Address: 3309 SW SR-247
LAKE CITY, FL 32024-

Contact Name: ABBY STALVEY **Phone:** (386) 755-3633 **Fax:** (386) 752-5456

Email: ASTALVEY@CALTECHTESTING.COM

ACDBE Status: N

Statewide Availability: Y

Certified NAICS

238990	All Other Specialty Trade Contractors
541380	Testing Laboratories

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Sent.)

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE)

Certificate of Eligibility

BLUE WING ENVIRONMENTAL LLC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

541620

Samuel Febres (Sammy)

DBE & Small Business Development Manager

Florida Department of Transportation

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9fa5ee (Count.)

Exhibit C - Average Rates
Infrastructure Consulting & Engineering, PLLC

Job Classification	Average Contract Rate	Multiplier	Fully Burdened Hourly Rate
SENIOR PROJECT MANAGER	$ 100.96	314.2800%	$ 317.30
QUALITY CONTROL A	$ 100.96	314.2800%	$ 317.30
QUALITY CONTROL B	$ 74.76	314.2800%	$ 234.96
PROJECT MANAGER A	$ 65.14	314.2800%	$ 204.72
PROJECT MANAGER B	$ 58.18	314.2800%	$ 182.85
ENGINEER A	$ 67.31	314.2800%	$ 211.54
ENGINEER B	$ 35.82	314.2800%	$ 112.58
DESIGNER	$ 43.03	314.2800%	$ 135.23
ENVIRONMENTAL SCIENTIST A	$ 78.27	314.2800%	$ 245.99
ENVIRONMENTAL SCIENTIST B	$ 31.30	314.2800%	$ 98.37
PLANNER A	$ 74.52	314.2800%	$ 234.20
PLANNER B	$ 45.91	314.2800%	$ 144.29
ARCHITECT A	$ 88.94	314.2800%	$ 279.52
ARCHITECT B	$ 43.27	314.2800%	$ 135.99
CONSTRUCTION INSPECTOR A	$ 37.02	314.2800%	$ 116.35
CONSTRUCTION INSPECTOR B	$ 37.50	314.2800%	$ 117.86
ADMIN	$ 24.04	314.2800%	$ 75.55

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Amdt.)

AVCON, INC.
Engineers & Planners

5555 E. Michigan Street, Suite 200
Orlando, Florida 32822
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

"EXHIBIT A"
AVCON, INC.

SCHEDULE OF RATE VALUES

Position Description	2022 Proposed Contract Billing Rate
Principal	$ 252.00
Senior Project Manager	$ 252.00
Project Manager	$ 180.00
Senior Civil Engineer	$ 163.00
Senior Structural Engineer	$ 188.00
Senior MEP Engineer	$ 179.00
Project Engineer	$ 110.00
Engineer/ Planner	$ 97.00
Senior Aviation Planner	$ 204.00
Senior CADD Designer	$ 103.00
CADD Designer	$ 75.00
Construction Inspector	$ 125.00
Contract Administrator	$ 101.00
Administrative Assistant	$ 61.00

Note: AVCON will not place a mark-up on sub-consultant services for overhead or operating margin.

RESPECTFULLY SUBMITTED: _____

DATE: 6/20/2022

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Client.)

BLUE WING ENVIRONMENTAL

Blue Wing Environmental, LLC
Rate Sheet

Position Title/Category	Hourly Rate
Project Manager/Director	$ 150.00
Sr. Ecologist/ Qualified Airport Wildlife Biologist	$ 125.00
Sr. NEPA Specialist	$ 125.00
Ecologist I	$ 100.00
NEPA Specialist	$ 100.00
GIS Technician	$ 95.00
Field Technician	$ 60.00
Administrative Professional/Clerical	$ 35.00

Note: Rates fixed for the duration of contract

Blue Wing Environmental, LLC
813-404-3963
sbrammell@bluewingenv.com

Tampa Office
19607 Lake Osceola Lane
Odessa Florida 33556

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6549 (Count.)

Cal-Tech Testing, Inc.

- Engineering
- Geotechnical
- Environmental

LABORATORIES

P.O. Box 1625 • Lake City, FL 32057
Tel. (386) 755-3633 • Fax (386) 752-5456
7540 103rd Street, Suite 215 , Jacksonville, FL 32210
Tel. (904) 381-8901 • Fax (904) 381-8902

2022 *Fee Schedule*

ENGINEERING AND TECHNICIAN SERVICES	
Professional Geotechnical Engineer	$125.00
Project Manager	$135.00
Earthwork / Asphalt Paving Engineering Technician, Level 1	$65.00
Earthwork / Asphalt Paving Engineering Technician, Level 2	$75.00
Asphalt Plant Technician	$85.00
Concrete Technican, Level 1	$75.00
Administration / Clerical	$55.00
Portal to Portal Travel for all Technician Services	Tech Rate per HR
Minimum of 1 Hour for all Technician Services	Tech Rate per HR

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Sent.)

R.M. BARRINEAU AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Reginald M. Barrineau, P.S.M., Founded, 1988

Oakhurst Professional Park + 1309 S.E. 25th Loop + Suite 103 + Ocala, Florida 34471
PHONE (352) 622-3133 + **FAX** (352) 369-3771 + rmbarrineau.com

.

FEE SCHEDULE FOR R.M. BARRINEAU AND ASSOCIATES INC.

Effective January 1, 2022

PROFESSIONAL SERVICES:

Professional Surveyor and Mapper	$ 145.00 per hour
Field Crew	140.00 per hour
CAD Technician	80.00 per hour
Survey Technician/Research	80.00 per hour
Administrative	45.00 per hour
Depositions/Court Testimony (P.S.M.)	150.00 per hour

COST OF MATERIALS:

Additional Prints	$ 5.00 per print
Express-mail	Cost

Diane Barrineau
CFO
R.M. Barrineau and Associates Inc.
Effective January 1, 2022

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Sent.)

TITLE	FOR REVIEW & SIGNATURES - Agreement for Continuing General.....
FILE NAME	FOR COUNCIL SIGNA...tructure Cons.pdf
DOCUMENT ID	66dcd64c0bf7c046135e77a690739bf70a05f910
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SENT	**08 / 09 / 2022** 10:18:45 UTC-4	Sent for signature to Infrastructure Consulting & Engineering, PLLC (doug.hambrecht@ice-eng.com) and Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**08 / 09 / 2022** 14:19:23 UTC-4	Viewed by Infrastructure Consulting & Engineering, PLLC (doug.hambrecht@ice-eng.com) IP: 47.206.182.180
SIGNED	**08 / 09 / 2022** 14:43:04 UTC-4	Signed by Infrastructure Consulting & Engineering, PLLC (doug.hambrecht@ice-eng.com) IP: 47.206.182.180
VIEWED	**08 / 15 / 2022** 12:00:44 UTC-4	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55

HELLOSIGN

Audit Trail

TITLE	FOR REVIEW & SIGNATURES - Agreement for Continuing General.....
FILE NAME	FOR COUNCIL SIGNA...tructure Cons.pdf
DOCUMENT ID	66dcd64c0bf7c046135e77a690739bf70a05f910
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SIGNED	**08 / 15 / 2022** 12:01:42 UTC-4	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SENT	**09 / 07 / 2022** 13:26:37 UTC-4	A new document has been created based off of an existing document with ID b7d3402fd6a7ce99e71a66a6e30d3d1cef9fa549 IP: 216.255.240.104
SENT	**09 / 07 / 2022** 13:28:56 UTC-4	Sent for signature to Ire Bethea Sr. (ibethea@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**09 / 09 / 2022** 13:45:03 UTC-4	Viewed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.250.64
SIGNED	**09 / 09 / 2022** 13:50:49 UTC-4	Signed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.250.64

TITLE	FOR REVIEW & SIGNATURES - Agreement for Continuing General.....
FILE NAME	FOR COUNCIL SIGNA...tructure Cons.pdf
DOCUMENT ID	66dcd64c0bf7c046135e77a690739bf70a05f910
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

VIEWED	**09 / 09 / 2022** 15:11:34 UTC-4	Viewed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**09 / 09 / 2022** 15:11:43 UTC-4	Signed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**09 / 09 / 2022** 15:11:43 UTC-4	The document has been completed.

INFRASTRUCTURE
CONSULTING & ENGINEERING

July 15, 2025

Matt Grow
Airport Director
Ocala International Airport
750 SW 60th Avenue
Ocala, FL 34474

Subject: Contract Extension

Dear Mr. Grow:

Our current contract with the City of Ocala expires on 7/19/2025. In the contract, it identifies three(3) one-year renewals. We would like to formally request that the City exercise one or more of these options to continue our long-standing working relationship.

If you happen to have any questions, please don't hesitate to call me at (850) 510-5525.

Respectfully,
Infrastructure Consulting & Engineering, LLC

Doug Hambrecht
Vice President

Item Details

File Number: 2022-1403

ID #:	2022-1403	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	9	**In Control:**	City Council
				File Created:	08/22/2022
Presented By: :				**Final Action:**	09/06/2022

rmal Title: Approve three-year contracts with Infrastructure Consulting and Engineering, PLLC and McFarland Johnson, Inc. for continuing professional airport engineering services

Internal Notes:

Target Meeting: 09/06/2022

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - Professional Airport Aviation Engineering Services - Infrastructure Consulting Engineering, PLLC (AIR 220118), FOR COUNCIL SIGNATURES - Professional Airport Aviation Engineering Services - McFarland Johnson Inc. (AIR 220118), FINAL SCORING AIR 220118

Enactment Number:

:ommendation:

Hearing Date:

Entered by: mgrow@ocalafl.org

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/06/2022	Approved				Pass
		Aye: 4	Pro Tem Hilty Sr, Pro Tem Dreyer, Council Member Musleh, and Council President Bethea Sr				
		Absent: 1	Council Member Mansfield				

Text of Legislative File 2022-1403

Submitted By: Matthew Grow

Presentation By: Matthew Grow

..end
Department: Aviation

STAFF RECOMMENDATION (Motion Ready):

Approve three-year contracts with Infrastructure Consulting and Engineering, PLLC and McFarland Johnson, Inc. for continuing professional airport engineering services

..end

..end

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence
PROOF OF PUBLICATION:
Bid Released to the Public: 02/17/22; Selection Committee Meeting: 04/28/22; Final Selection Committee Meeting: 06/07/22

BACKGROUND:
The Airport has historically had an aviation engineering firm on a standing contract to conduct planning and engineering design work on an as needed basis. Airport projects are highly technical and specialized in nature and require firms that understand the rules and requirements of the Federal Aviation Administration (FAA) and Florida Department of Transportation (FDOT). Given the Airport's number of various and wide-ranging projects, it is beneficial to have two aviation engineering consulting firms under contract.

Per Competitive Consulting Negotiations Act rules, work will be divided among the two firms if they are equally qualified for the task. Where one firm has specialized experience or more qualified staff for a particular task, that firm will be assigned the work.

FINDINGS AND CONCLUSIONS:
On February 17, 2022, the City issued Letter of Interest (LOI) No: AIR/220118 seeking qualified firms for the provision of general aviation engineering services. The City received eight (8) responsive proposals to the LOI. A Selection Committee (comprised of an Airport Advisory Board member, Airport staff, and City Engineering staff) was formed to review and score the proposals. Initial scoring received from the Selection Committee on April 28, 2022 resulted in the shortlisting of the top five firms. On June 7, 2022, each shortlisted firm made a presentation to the Selection Committee and participated in a question-and-answer session thereafter. The Selection Committee scored each firm based on weighted criteria and Infrastructure Consulting & Engineering, PLLC, and McFarland Johnson, Inc. were selected as the highest ranked firms.

The FAA requires competent and qualified firms for their grant-funded projects. Both Infrastructure Consulting & Engineering, PLLC, and McFarland Johnson, Inc. have significant airport and planning experience. Engineering fees for each project are negotiated on a per-project basis using Task Work Orders. Additionally, for FAA-funded projects, independent fee reviews are completed. The continuing contracts will be for a three-year period with two optional one-year renewal terms.

FISCAL IMPACT:
All services will be approved through the use of Task Work Orders with negotiated scopes and approved proposals. Staff hours and appropriate staff classifications will be negotiated for each task for each assigned project. All final Task Work Orders must be signed by the department head and City Manager. Any Task Work Orders over $50,000 will be calendared for a City Council agenda for final approval. No services will be approved without budgeted allocations.

PROCUREMENT REVIEW:
These services have been procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
The Agreements will be reviewed and approved for form and legality by City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:
Table, deny

File #: 2025-1688 Agenda Item #: 6f.

Submitted By: Joshua Sasso

Presentation By: Joshua Sasso

Department: Police

STAFF RECOMMENDATION (Motion Ready):
Approve Fiscal Year 2024-2025 renewal of GrayKey forensic software in the amount of $69,520

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Ocala Police Department has used GrayKey software since 2018. On May 24, 2018, the City posted a Sole Source Posting (SSP) No. SSP-166 for GrayKey software. SSP-166 closed on June 6, 2018, with no objections from other vendors. Grayshift, LLC, was the exclusive distributor for GrayKey in Florida. In March 2023, Grayshift, LLC merged with Magnet Forensics.

The software assists in collecting digital evidence for forensic analysis. It is one of the tools used by digital forensic technicians to process search warrants on computers, phones, tablets, and other electronic devices.

FINDINGS AND CONCLUSIONS:
Renewing this software is essential to ensure the Ocala Police Department maintains current licensing and support for the Graykey system. Since updates to electronic devices happen as often as daily, the software must stay current and receive continuous technical support to meet evidentiary standards. The renewal will help detectives keep up with the increasing demand for digital forensics.

FISCAL IMPACT:
Funding for this purchase was approved as part of the Fiscal Year 2024-25 Police Department budget, and $69,520 is budgeted in expenditure account 001-018-811-521-52-52045. This purchase will be tracked by Munis contract number 250725.

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

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Ocala Police Department
Requisition

06/05/2025

Vendor # 6484

Vendor
Name: Magnet Forensics
Address: 931 Monroe Drive NE Suite A 102-340
City: Atlanta St: GA Zip: 30308
Phone #: (470) 610-6262 Fax #:
Attention: Danielle Moore
E-Mail: danielle.moore@magnetforensics.com (Need for ALL PO Request)

Fiscal Mgmt. Requisition #
DOC # / BATCH #
Council Approval
Authorized Date & Time

Qty	Units	Product # Invoice #	Description	Unit Price	Total
1			GrayKey License Serial# 16FFACD5D4511811	34760.00	34760.00 0 0
1			GrayKey License Serial# D270B0D5D491161F	34760.00	34760.00 0 0 0 0 0 0 0 0 0 0
				SubTotal:	69520.00
				Shipping & Handling:	
				Total:	69520.00

Payment
Procurement Card
Purchase Order
Check (Voucher)

☐ Whose Card _____ (below $2,500) (Chief or DC approval over $500)
☑ * W-9 Required & New Vendor Form (over $5,000 or if Vendor request)
☐ * W-9 Required & New Vendor Form (below $5,000 must have invoice or receipt to pay)

☐ Yes (check "YES" if you want check returned to OPD)

Contract
☐ Contract # 250725

OPD DEPT MIS

Acct Mgr	Account Code	Amount
	001-018-811-521-52-52045	69520.00

Initiated By: Daniel Del Visco Date: 06/04/25

Approval
Section Head: Date: 6/5/25
Chief/Designee: Date: 6/17/25
Fiscal Mgr.: Date:

Disapproved ☐

Expenditure Breakdown Line Item # 123

Justification: These licenses will provide necessary extraction for security investigations.

Project Manager _____
Project Manager email @ocalapd.org
Project Manager phone # (352)

Pending FT
Approved TRF

OPD-873(10/18)

6484

MAGNET FORENSICS®

Q-365861 - USD 69,520.00

Quotation

Address:
Magnet Forensics, LLC
931 Monroe Drive NE
Suite A102-340
Atlanta, Georgia 30308
United States

Phone: 519-342-0195

Quote #: Q-365861-2
Issue Date: 30 May, 2025
Expires On: 26 Aug, 2025

Bill To
Joshua Sasso
Ocala Police Department
402 South Pine Avenue
Ocala, Florida 34471
United States
3524279756
jsasso@ocalapd.org

Ship To
Joshua Sasso
Ocala Police Department
402 South Pine Avenue
Ocala, Florida 34471
United States
3524279756
jsasso@ocalapd.org

End User
Karen Patterson
Ocala Police Department
402 S Pine Ave
Ocala Florida 34471
United States
3527893195
kpatterson@ocalapd.gov

PREPARED BY	PHONE	EMAIL	PAYMENT TERM
Danielle Moore	(470) 610-6262	danielle.moore@magnetforensics.com	Net 30

ITEM #	PRODUCT NAME	SMS DATES	UNIT SELLING PRICE	QTY	EXTENDED PRICE
GKL-ONF-AD	GrayKey License - Advanced Unlimited Consent and BFU Extractions. 125 AFU, Instant Unlock or Brute Force Advanced actions Action Credits Included: 125 Excursion Credits Included: 2 Renewal for Serial Numbers: 16ffacd5d4511811	27 Aug, 2025 to 26 Aug, 2026	USD 34,760.00	1	USD 34,760.00
GKL-ONF-AD	GrayKey License - Advanced Unlimited Consent and BFU Extractions. 125 AFU, Instant Unlock or Brute Force Advanced actions Action Credits Included: 125 Excursion Credits Included: 2 Renewal for Serial Numbers: d270b0d5d491161f	27 Aug, 2025 to 26 Aug, 2026	USD 34,760.00	1	USD 34,760.00

GK Renewal

001-018-811-521-52-52045 / 5,793.35

001-155-000-000-75-15500 / 63,726.65

Sub-Total	USD 69,520.00
Taxes	USD 0.00
Grand Total	**USD 69,520.00**

Prices subject to change upon quote expiry. Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote. Hardware may be subject to additional fees related to delivery, import and export.

Terms & Conditions

Unless you have an existing written agreement with Magnet Forensics for the products and/or services listed in this quotation, by: (a) signing below, (b) submitting an Order to Magnet Forensics referencing this quotation, or (c) making payment for the products and/or related services listed in this quotation, you agree to the terms and conditions at http://magnetforensics.com/legal/ applicable to such products and/or services listed in this quotation to the exclusion of any differing or additional terms which may be found on your purchase order or similar document. By signing, you certify that you have the authority to bind your organization.

Magnet Forensics may adjust the software term start and/or end date, without increasing the total software license price, based on the date Magnet Forensics activates the software and provided that the total software license term length does not change.

Signature: _____ **Date:** ____/____/____

Name (Print): _____ **Title:** _____

Please sign and email to Danielle Moore at danielle.moore@magnetforensics.com

Ocala

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Item Details

File Number: 2024-2076

ID #:	2024-2076	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	6	**In Control:**	City Council
				File Created:	08/07/2024
Presented By: :				**Final Action:**	08/20/2024

rmal Title: Approve the Fiscal Year 2023-24 annual renewal of Graykey forensic software in the amount of $55,055

Internal Notes:

		Target Meeting:	08/20/2024
		Agenda Number:	6d.
Sponsors:		**Enactment Date:**	
Attachments:	FOR COUNCIL - Graykey renewal, SSP-166 Grayshift	**Enactment Number:**	
:ommendation:		**Hearing Date:**	
Entered by:	sdobson@ocalapd.org	**Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/7/2024	Sarah Gifford	Approve	8/9/2024
1	4	8/13/2024	Michael Balken	Approve	8/9/2024
1	5	8/13/2024	Jeannine Robbins	Approve	8/15/2024
Notes:	Approved: Out of Office				
1	6	8/13/2024	Tammi Haslam	Approve	8/15/2024
Notes:	removed period at end of formal title; corrected fiscal year format				
1	7	8/13/2024	Shay Roberts	Delegated	
1	8	8/13/2024	Patricia Lewis	Approve	8/15/2024
1	9	8/13/2024	Patricia Lewis	Approve	8/15/2024
1	10	8/13/2024	Daphne Robinson	Approve	8/15/2024
1	11	8/14/2024	Chris Watt	Approve	8/15/2024
1	12	8/14/2024	Peter Lee	Approve	8/16/2024

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2024	Approved				Pass

Aye:	4	Pro Tem Dreyer, Council Member Bethea Sr, Council Member Musleh, and Council President Mansfield
Excused:	1	Council Member Hilty Sr

Text of Legislative File 2024-2076

Approve the Fiscal Year 2023-24 annual renewal of Graykey forensic software in the amount of $55,055

BACKGROUND:

The Ocala Police Department has been utilizing Graykey since 2018. The software aids in the collection of digital evidence to allow data to be forensically analyzed. The software is one of the tools that digital forensic technicians use to process search warrants on computers, phones, tablets, and other electronic devices.

FINDINGS AND CONCLUSIONS:

This software renewal is imperative to ensure that the Ocala Police Department has the current licensing and support for the Graykey software system. There are updates to electronic devices as often as daily and to ensure we are meeting evidentiary requirements; we need to ensure this system is technologically supported.

On May 24, 2018, the City advertised Sole Source Posting (SSP) No. SSP-166 for GrayKey software. SSP-166 closed on June 6, 2018, yielding no objection from any other vendors. Grayshift, LLC, is the sole distributor for GrayKey in the state of Florida.

FISCAL IMPACT:

Funding for this renewal is budgeted in the expenditure account 001-018-811-521-52-52050. This purchase will be tracked by Munis contract number 240964.

PROCUREMENT REVIEW:

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

LEGAL REVIEW:

N/A. The City's standard and approved purchase order terms and conditions shall govern this purchase.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Presentation By: Joshua Sasso

City of Ocala

Request for Sole Source Procurement

This form MUST be used for commodities or services that are available from only one source and there are no alternates. Forward to bids@ocalafl.org sixty (60) days prior to actual need.

Date Submitted: 5/22/2018 **Requesting Division/Department:** Police

Contact Person: Joshua Sasso **Telephone Number:** 369-7033

Commodity/Service: Cellphone Forensics

Describe the commodity or service and its function: Graykey allows for the police department to more thoroughly pursue search warrants on iOS devices

****

Cost of Commodity or Service: $ 15,000

Vendor Name: Grayshift **Contact Name:** David Miles

Address: 931 Monroe Dr NE Suite A102-340 **City/State/Zip:** Atlanta, GA 30308

Contact Phone Number: 770-331-4343 **Contact E-Mail Address:** david@grayshift.com

****

This purchase is clearly and legitimately limited to a Sole Source because the commodity or service is: Devloped and distributed solely by Grayshift

Item(s) are available from only one source and there are no alternates (*initials required*): JWS

Initials

****

Attach vendor documentation* certifying that the vendor is the only source for the commodities or services in question or holds the production, copyrights, trademark, and/or patent to the item.

Check the following statement(s) that apply:

- [x] The vendor holds the exclusive distribution rights for the item in question.
- [ ] The commodity to be purchased is the only item compatible with existing equipment owned by the City.
- [x] The vendor is the sole provider of the commodities or services which have unique characteristics essential to the needs of the City to perform the intended function and no other goods or service will be suitable for use by the City.

**Note: Certifying documentation must be attached to this form or it will be rejected.*

What steps were taken to verify that these features are not available elsewhere?

☐ Other brands/manufacturers were examined (please list names, phone numbers, and explain why they are not suitable for use by the City. Attach additional pages as necessary): _____

☐ Other vendors were contacted (please list names, phone numbers and explain why those contacted would not meet the needs of the City. Attach additional pages as necessary): _____

☐ State why this is the only source for the required commodity or service (attach additional pages as necessary): _____

I hereby certify that to the best of my knowledge, this request is a sole source and the information provided herein is accurate and truthful.

Requester's Signature _____ Date 5/22/2018

Requesting Director's Signature _____ Date 05/22/18

For Procurement Use Only

Sole Source Number (if applicable): SSP-1626 **Date Listing Posted:** 5/24/18

Verified this request appears to be sole source. Yes ☑ No ☐

Is Council approval required? Yes ☐ No ☑

Was this Procurement posted on the Internet? Yes ☐ No ☐

Comments: No protests during notice listing 5/24/18 through 6/6/18.

If Protested successfully, Vendor who provides similar goods/services: _____

Date Sole Source Terminated: _____

Procurement Staff Reviewer Signature _____ Date 6/6/18

Approved ☑ Denied ☐

Chief Procurement & Contracting Officer _____ Date 06 JUN 18

NOTE: Section 838.22 Florida Statutes, it is unlawful (**second degree felony**) for a public servant with corrupt intent to obtain a benefit for any person (company) or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities (goods) or services.

GRAYSHIFT

Grayshift, LLC
931 Monroe Dr NE
Suite A102-340
Atlanta, GA 30308

May 18, 2018

Sole Source Letter

To Whom It May Concern:

This letter is to provide notification that Grayshift, LLC ("Grayshift") is the sole source provider of GrayKey. GrayKey is internally developed and distributed only by Grayshift, and Grayshift owns exclusive distribution and marketing rights. Due to the unique proprietary nature of the technology, GrayKey is sold only as a direct transaction between Grayshift and its end customers. There are no agents or dealers authorized to represent this product.

GrayKey is a special purpose microcomputer with proprietary software that can be connected to a locked iOS device, whether it is an iPhone, iPad, or iPod and provides simple plug and play access to unlock the device. After the successful unlock of the target iOS device, the full contents of the file system are extracted from the iOS device to the GrayKey Unit. Once the extraction is complete, the contents may be downloaded from the GrayKey for further analysis by one of the market leading digital forensics analysis tools.

If you desire additional information, please contact me at the email address or phone number below.

Sincerely,

David Miles
Member and Co-Founder
Phone: 770-331-4343
Email: david@grayshift.com

Florida.ProRFx.com

Welcome Daphne Robinson Sign Out

Powered by CITY OF OCALA

Official WorldERP™ Time: Tuesday, August 13, 2024 7:48:04 PM

- Home
- Listings
- My Account
- Administration
- Reports

Buyer

Select Language

Home » Listings » Advertised » View

ProRFx ID: RFI05231800000135

Ended - No Bids

SHOW INSTRUCTIONS

Transaction Fee:
Yes
ProRFx ID:
RFI05231800000135
ProRFx Type:
RFI: Services

Format:
Client Purchase
Solicitation No:
SSP -166
Listing Category:
[43230000] Software

Bid Name:
Sole Source Notice: Cellphone Forensics Software - GrayKey
UPDATED

Scope of Work:

It is the intent of the City of Ocala to purchase the product listed in the attached Exhibit A. This particular product may be classified as "Sole Source." If you believe your company have the capability of supplying a "like" (equal, equivalent, and/or identical) product, please send an e-mail to sjroberts@ocalafl.org; Buyer, an...
VIEW ALL

Listing Image:
download_0ec6e283.jpg **(JPG, 12 KB)**
Industry Type:
City and town managers' offices
Contact Name:
Ms. Shay Roberts
Contact Phone:
(352) 629-8384

Listed By:
CITY OF OCALA
Listing Creator:
Contact information
Contact Email:
sjroberts@ocalafl.gov

Ship to Location:
110 SE Watula Avenue
Address1:
110 SE Watula Avenue
Address2:
CITY HALL
City: Ocala
State: FL
Zip/Postal: 34471

Listing Class.:
RFI **Request For Information**
Listing Ends After:
End Date/Time reached

Listing Start Date:
5/24/2018 10:07:59 AM EST
Listing End Date:
6/6/2018 2:00:00 PM EST
Bid Closes:
6/6/2018 2:00:00 PM EST
Listing Status:
CLOSED **No Bids**

IMPORTANT BID DOCUMENT(S)

1. Sole Source Letter (132.0 KB - PDF)

Listing View Vendor Questions (0, 0) Internal Questions (0, 0) Bids (0)

Template: RFI ()

Services - RFI

1. Response Requirements

1.1. Anti-Lobbying/Communications

ANTI-LOBBYING/COMMUNICATION WITH CITY STAFF AND OFFICIALS:

To ensure fair consideration for all proposers/bidders, the City strictly prohibits any communication, whether or not written, verbal, or through a third party, relative to this solicitation with any department, City official, City Council member, or employee during the submission process, except inquiries directly made to the Procurement Department, Procurement Director, or as provided in the protest policy located at: www.bidocala.com/vendor-resources/

Additionally, the City prohibits communications initiated by a proposer/bidder, or agent, or third party of proposer/bidder to any City official(s), City Council member(s), or employee(s) evaluating or considering the proposals/bids prior to, and up to the time an award decision is made at a scheduled City Council meeting.

***** Any prohibited communications initiated by a proposer/bidder, or a third party on behalf of proposer/bidder, will be grounds for disqualifying the offending proposer/bidder from consideration for award of the solicitation >AND< will face a three (3) year debarment from doing any business with the City of Ocala. *****

*1.2. Vendor Agreements

One or more items in this section are required.

Compliance Certification:

As an authorized company representative, I certify my firm or corporation:

☐ Complies fully with the requirements of Florida Statute 287.087 for a Drug Free Workplace.

☐ Agrees to use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract. (E-Verify is an electronic system designed to verify the documentation of job applicants. It is operated by the U.S. Department of Homeland Security.)

Owner/Authorized Company Representative initials:

Bidder Certification

By my submission of a bid response to an auction, and in accordance with your solicitation, I hereby submit this proposal and agree, if my proposal is accepted, to execute a contract with the City of Ocala in accordance with the solicitation and proposer response. I certify I have read, and will be bound by, all the terms and conditions of this solicitation and any resulting addenda and amendments, in its entirety and understand the scope of work and specification requirements.

Owner/Authorized Company Representative initials:

*1.3. SPECIAL CONDITIONS

One or more items in this section are required.

ADA NEEDS:
Please call the procurement professional shown on this listing forty-eight (48) hours in advance so arrangements can be made if reasonable accommodations are needed for you to participate in any meeting.

CLARIFICATIONS AND CORRECTIONS:
The City of Ocala reserves the right, where it may serve the City's best interest, to request additional information or clarifications from bidders/proposers, or to allow corrections of errors or omissions.

CONFLICT OF INTEREST:
Disclose the name(s) of any employee, officer, director, shareholder, or agent of your firm that is also a City of Ocala employee or public official:

Disclose the name(s) of any City of Ocala employee or public official that is a known relative of an employee, officer, director, shareholder, or agent of your firm:

Failure to disclose known conflicts of interest may result in bid rejection and/or contract termination, if awarded.

City of Ocala employees who have a 5% or more interest in a bidder's firm must also complete an "Officer and Employee Disclosure Statement" which can be obtained at www.bidocala.com under Vendor Resources. This form includes instructions and relative Florida statutes. Failure to complete this form, if applicable, may result in bid rejection.

CONTRACT FAILURE - BIDDING SUSPENSION

☐ **I understand and agree to the following:**
Bidders who submit a bid and/or enter into a contract with the City of Ocala and fail to fulfill the contract term, for any reason, will be subject to future bidding suspension for year (1), and up to a possible three (3) year bid debarment for serious contractual failures.

Owner/Authorized Company Representative initials:

PERFORMANCE EVALUATION:
At the end of the contract, the City may evaluate vendor performance. This evaluation will become public record.

FLORIDA STATUTE 287.133: Public Entity Crime; denial or revocation of the right to transact business with public entities.

☐ **Vendor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states:**
a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

Owner/Authorized Company Representative initials:

UPLOAD ANY REQUESTED AND ADDITIONAL DOCUMENTS HERE REQUESTED AND ADDITIONAL DOCUMENTS

Browse...

Upload

Not Uploaded

Max. File Size you can upload is: 50MB. *.exe files will not be accepted

SAFETY AND ENVIRONMENTAL:
Vendor will be responsible at all times for precautions to achieve the protection of all persons including employees and property throughout the resulting contract term. The Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department at 352-629-8359.

☐ Agrees to comply with the safety and environmental requirements above.

Owner/Authorized Company Representative initials:

SOLICITATION DOCUMENTS:
The City of Ocala (City) has no responsibility for the accuracy, completeness or sufficiency of any bid documents obtained from any source other than the official City links below:

Bid Ocala: http://www.bidocala.com/
ProRFx Florida: http://florida.prorfx.com/

Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

BIDDER CONTRACTS:
Bidder contracts/agreements will not be accepted. City of Ocala contracts will be used for all goods and services. The requirement of bidder contracts and/or bidder written terms and conditions may result in bid rejection. The City will consider adding appropriate bidder clauses into our contract; please upload any desired clauses with your solicitation response.

1.4. Electronic Bid Response

ELECTRONIC BID RESPONSE REQUIRED:

All bids/proposals **MUST be electronically submitted** by or before the due date under the appropriate solicitation/listing accessed online at: www.bidocala.com or www.prorfx.com

Bids/proposals **may not be submitted by any other means** other than as described above. The City will **NOT** accept bids/proposals sent by U.S. Mail, private couriers, fax or email.

Submit

Select an Option

9163 Matching vendors Notified

- (•) Take No Action
- ( ) Print Preview
- ( ) Create a similar Listing
- ( ) Relist this Listing
- ( ) Create a similar Listing and cancel this one
- ( ) Cancel this Listing
- ( ) Reopen listing

Back to Listings | Continue

Terms & Conditions | Privacy Statement | About ProRFx.com | Accessibility | Contact Us
Copyright © 2024 WorldERP, LLC. All Rights Reserved

File #: 2025-1742 Agenda Item #: 6g.

Submitted By: Pamela Omichinski

Presentation By: Angel Jacobs

Department: City Clerk

STAFF RECOMMENDATION (Motion Ready):
Approve minutes from July 15, 2025 City Council meeting

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

Ocala
City Council
Minutes

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Tuesday, July 15, 2025 **4:00 PM**

1. Call to Order

2. Roll Call

Present: Mayor Ben Marciano
Pro Tem Ire J. Bethea Sr
Council Member James P. Hilty Sr
Council Member Barry Mansfield
Council Member Jay A. Musleh
Council President Kristen M. Dreyer

a. New Employees

- Richard Crile, Electric
- Clay Surdam, Electric

3. Public Notice

- **Public Notice for the July 15, 2025 City Council Regular Meeting was posted on June 10, 2025**

4. Proclamations and Awards

4a. The Mayor's Citizen Recognition Award will be presented to Ashley Gerds

RESULT: POSTPONED

4b. Service Award - Doug Peebles - Director of Ocala Electric Utility - 25 Years of Service

Mayor Marciano and City Manager Pete Lee presented a service award to Doug Peebles in appreciation of his 25 years of service to the City of Ocala.

5. Presentations

15. City Attorney's Report

15a. Approve the Special Election Qualifying Procedures and Schedule

City Attorney Sexton discussed the approval of the special election qualifying procedures and schedule. The City is proposing to hold the special election on September 16, 2025, which is the same date of the original election. Mayor Marciano issued a proclamation calling for a special election to be held on September 16, 2025. The City is requesting City Council approve a qualifications period from 8:00 a.m. Wednesday, July 16, 2025, to 12:00 p.m. noon, Friday July 18, 2025, and qualification requirements used for the general election.

Mark Clark, 4989 SE, 5th Avenue, Ocala, FL, expressed concern the proposed special election qualifying procedures negatively impact City Council's ability to vote, due to conflict of interest.

Mr. Sexton confirmed Council Member Hilty does not need to be recused from the vote. Furthermore, he clarified the qualification regulations.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: James P. Hilty Sr
SECONDER: Ire J. Bethea Sr
AYE: Bethea Sr, Hilty Sr, Mansfield, Musleh, and Dreyer

6. Consent Agenda

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

RESULT: APPROVED THE CONSENT AGENDA
MOVER: Ire J. Bethea Sr
SECONDER: Barry Mansfield
AYE: Bethea Sr, Hilty Sr, Mansfield, Musleh, and Dreyer

6a. Approve additional expenditures for field service assembly and testing services for power transformers under the agreement with Virginia Transformer in the estimated amount of $98,700

Presentation By: Doug Peebles

6b. Approve a task work order with McFarland Johnson, Inc. to provide design services for the T-Hangar Taxilane Rehabilitation project in the amount of $85,506

Presentation By: Matthew Grow

6c. Approve additional expenditures under the agreement with Chuck's Stokes Electric of Central Florida, Inc. in the amount of $62,059 for a contract total of $502,059

Presentation By: Darren Park

6d. Approve expenditures for utility services provided by SECO Energy for Fiscal Year 2024-25 with an estimated expenditure of $76,000

Presentation By: Peter Brill

6e. Approve the sale and purchase contract of Surplus Parcel #2260-171-009 to Laverne and Nathaniel Abiaka in the amount of $13,168

Presentation By: Tracy Taylor

6f. Approve Jeff Shrum, Growth Management Director, and Tom Duncan, Transit Administrator, as designated "Officials" for the Federal Transit Administration Transit Award Management System

Presentation By: Tom Duncan

6g. Adopt Budget Resolution 2025-164 amending the Fiscal Year 2024-25 budget to appropriate a donation for the development of current and future exhibits at the Discovery Center in the amount of $15,000

Presentation By: John Spencer

6h. Adopt Budget Resolution 2025-165 amending the Fiscal Year 2024-25 budget to accept and appropriate community donations for K-9 related expenses in the amount of $1,100

Presentation By: Michael Balken

6i. Approve the purchase of various inventory items for Ocala Fiber Network from multiple vendors in an amount not to exceed $160,838

Presentation By: Mel Poole

6j. Approve appointment of and establish compensation for Dana Dammar as Assistant City Attorney

Presentation By: William E. Sexton

6k. Approve minutes from July 1, 2025 City Council meeting

Presentation By: Angel Jacobs

7. Consent Agenda Items Held for Discussion

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

8. Introduction and First Readings of Ordinances

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

9a. Public Hearing to consider an amendment to a Site Concurrency Development Agreement pursuant to Chapter 163, Florida Statutes (New Old Town Village LLC) for approximately 38.9 acres located in the 4300-4600 block of E Silver Springs Boulevard (Parcels 27028-004-03, 27028-004-00, 27028-004-01, 27029-000-02, 27028-003-00, and a portion of 2735-000-002) (DMA23-45430); this is the second of two public hearings; the first was held on June 9, 2025, before the Planning and Zoning Commission

Presentation By: Jeff Shrum

Council President Dreyer opened the public hearing for items 9(a) to 9(f).

Growth Management Director Jeff Shrum discussed the adoption of Resolutions 2025-29 and 2025-30 and Ordinances 2025-29, 2025-30, and 2025-31. The property owners are swapping parcels to support their development plans. He provided a brief overview of the subject properties, proposed amendment, acreage correction, PD plan, and staff findings. The Planning & Zoning Commission and staff recommend approval.

Jimmy Gooding, Applicant’s Attorney, 1531 SE 36th Avenue, discussed how the proposed design will remedy parking challenges at Mojo's and support development for both property owners. The future land use will be applied to the subject properties, and

the PD plan provides buffering for residents located to the south. The proposed plan will satisfy both property owners' development needs. He clarified the proposed development does not contain an affordable housing component.

No public comment.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Barry Mansfield
SECONDER: Jay A. Musleh
AYE: Bethea Sr, Hilty Sr, Mansfield, Musleh, and Dreyer

9b. Adopt Resolution 2025-29 to abrogate a portion of NE 47th Court between Block I, Lot 2 and Block F, Lot 17 of Glynnwood Unit 1 as recorded in Plat Book G, Page 91, of the public records of Marion County, Florida (Parcels 2735-0006-017 & 2735-009-002) (Case ABR23-45418) (Quasi-Judicial)

Presentation By: Jeff Shrum

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: Barry Mansfield
SECONDER: James P. Hilty Sr
AYE: Bethea Sr, Hilty Sr, Mansfield, Musleh, and Dreyer

9c. Adopt Ordinance 2025-29 to change the Future Land Use designation on approximately 0.78 acres for property located in the 1900 block of NE 49th Avenue (Parcels 2735-006-017 and 2735-009-002) from Neighborhood to Low Intensity (Case LUC23-45427) (Quasi-Judicial)

Presentation By: Jeff Shrum

Introduced By: Ire J. Bethea Sr

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: Ire J. Bethea Sr
SECONDER: James P. Hilty Sr
AYE: Bethea Sr, Hilty Sr, Mansfield, Musleh, and Dreyer

9d. Adopt Ordinance 2025-30 to rezone approximately 6.83 acres for property located at the southwestern corner of the intersection at NE 49th Avenue and E Silver Springs Boulevard (Parcel 2735-000-002, 2735-009-001, 2735-009-002, 2735-006-017, and a portion of parcel 27028-004-03) from PD, Planned Development, R-1, Single-Family Residential, & B-2, Community Business, to PD, Planned Development (Case PD23-45431) (Quasi-Judicial)

Presentation By: Jeff Shrum

Introduced By: James P. Hilty Sr

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: James P. Hilty Sr
SECONDER: Ire J. Bethea Sr
AYE: Bethea Sr, Hilty Sr, Mansfield, Musleh, and Dreyer

9e. Adopt Ordinance 2025-31 to rezone approximately 0.59 acres for property located at the southwestern corner of the intersection at NE 49th Avenue and E Silver Springs Boulevard (a portion of 2735-000-002) from PD, Planned Development, to B-2, Community Business (Case ZON23-45419) (Quasi-Judicial)

Presentation By: Jeff Shrum

Introduced By: Barry Mansfield

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: Barry Mansfield
SECONDER: James P. Hilty Sr
AYE: Bethea Sr, Hilty Sr, Mansfield, Musleh, and Dreyer

9f. Adopt Resolution 2025-30 to approve a resolution for a Planned Development Plan and Standards Book for property located at the southwestern corner of the intersection at NE 49th Avenue and E Silver Springs Boulevard (Parcel 2735-000-002, 2735-009-001, 2735-009-002, 2735-006-017, and a portion of parcel 27028-004-03), approximately 6.83 acres (Case No. PD23-45431) (Quasi-Judicial)

Presentation By: Jeff Shrum

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: Barry Mansfield
SECONDER: James P. Hilty Sr
AYE: Bethea Sr, Hilty Sr, Mansfield, Musleh, and Dreyer

9g. Adopt Ordinance 2025-33 to rezone approximately 18.24 acres for the property located southwest of the intersection at SW 48th Avenue and SW 49th Place (Parcel 23832-000-00 and a portion of 23894-002-00) from R-3, Multi-Family Residential, to B-2, Community Business (Case ZON25-0007) (Quasi-Judicial)

Presentation By: Emily Johnson

Introduced By: Ire J. Bethea Sr

Council President Dreyer opened the public hearing.

Senior Planner Emily Johnson discussed the adoption of Ordinance 2025-33. The applicant requested to rezone the subject property from R-3 (Multifamily Residential) to B-2 (Community Business), to accommodate future commercial development. She provided a brief overview of the property's history, rezoning, and staff findings. The Planning & Zoning Commission and staff recommend approval.

Jimmy Gooding, Applicant's Attorney, 1531 SE 36th Avenue, stated the property owner is requesting to revert back to the original zoning, due to a failed real estate transaction with the adjacent property owner, who previously requested to purchase the property to expand the development of multifamily housing.

No public comment.

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: Ire J. Bethea Sr
SECONDER: James P. Hilty Sr
AYE: Bethea Sr, Hilty Sr, Mansfield, Musleh, and Dreyer

10. General Business

10a. Adopt Resolution 2025-34 providing for the reimposition of non-ad valorem Fire Assessments, establishing proposed rates for Fiscal Year 2025-26, directing preparation of the Fire Assessment Roll, setting a date for a public hearing, and directing publication and mailing notices of proposed Fire Assessments

Presentation By: Tammi Haslam

Budget Director Tammi Haslam discussed the tentative millage rates for Fiscal Year 2025-26. She stated the final action will take place at a public hearing scheduled for Thursday, September 11, 2025.

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: Barry Mansfield
SECONDER: James P. Hilty Sr
AYE: Bethea Sr, Hilty Sr, Mansfield, Musleh, and Dreyer

10b. Adopt the Fiscal Year 2025-26 tentative millage rates: Basic City - 6.6177; District A - 1.7185; District B - 1.6332; District C - 1.4699

Presentation By: Tammi Haslam

Budget Director Tammi Haslam explained the City must provide its tentative millage rates, rollback rates, and date, time and place of the public budget hearings to the Marion County Property Appriaser no later than August 3, 2025. The tentative millage rates

become the ceiling for the rates and staff recommends the tentative rates remain the same as Fiscal Year 2024-25. She noted the budget will be discussed further at the August 12 Budget Workshop.

There being no further discussion the motion carried by roll call vote.

Ms. Haslam offered Council two options for meeting schedules. The preferred option would move the first Council meeting in September to Wednesday, September 3, to minimize the number of meetings Council would be required to hold.

City Council agreed with the City's preferred option schedule.

City Manager Pete Lee confirmed staff will perform significant public outreach regarding the meeting dates.

RESULT: APPROVED
MOVER: Ire J. Bethea Sr
SECONDER: James P. Hilty Sr
AYE: Bethea Sr, Hilty Sr, Mansfield, Musleh, and Dreyer

10c. Adopt Budget Resolution 2025-166 amending the Fiscal Year 2024-25 budget to provide a supplemental appropriation to reconcile cash balance forward accounts and for the continuation of projects not completed in Fiscal Year 2023-24 in the amount of $3,786,945

Presentation By: Tammi Haslam

There being no discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: James P. Hilty Sr
SECONDER: Jay A. Musleh
AYE: Bethea Sr, Hilty Sr, Mansfield, Musleh, and Dreyer

10d. Approve a task work order with Infrastructure Consulting & Engineering, PLLC, for design services for the A12 Hangar Infrastructure project in the amount of $147,741

Presentation By: Matthew Grow

Airport Director Matthew Grow clarified the sales marketing process for available spots with Council Member Mansfield.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: James P. Hilty Sr
SECONDER: Barry Mansfield
AYE: Bethea Sr, Hilty Sr, Mansfield, Musleh, and Dreyer

10e. Approve a task work order with McFarland Johnson, Inc. to provide design services for fuel farm expansion, aircraft wash pad and vehicle parking pads in the amount not to exceed $102,117

Presentation By: Matthew Grow

Airport Director Matthew confirmed the public is allowed to use the aircraft wash pad with Council Member Mansfield. Furthermore, the fuel farm will be operated and maintained by Sheltair Aviation.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Ire J. Bethea Sr
SECONDER: Barry Mansfield
AYE: Bethea Sr, Hilty Sr, Mansfield, Musleh, and Dreyer

10f. Approve a contract between the City of Ocala and Cummins, Inc D/B/A Cummins Sales and Service for engine and transmission replacement services on an as-needed basis not to exceed $1,340,270

Presentation By: Tom Duncan

Transit Administrator Tom Duncan clarified the life expectancy of the engine with Mayor Marciano.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: James P. Hilty Sr
SECONDER: Barry Mansfield
AYE: Bethea Sr, Hilty Sr, Mansfield, Musleh, and Dreyer

10g. Approve a one-year renewal with HM Insurance Group to provide stop-loss insurance for the City's self-insured health plan, with an expenditure of $1,977,347

Presentation By: Todd Swanson

Director of HR & Risk Management Devan Kikendall noted a correction to the agenda item: the policy renewal represents a 6.41% increase in premiums.

Council Member Musleh expressed concern regarding the high premium increases.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Ire J. Bethea Sr
SECONDER: Barry Mansfield
AYE: Bethea Sr, Hilty Sr, Mansfield, Musleh, and Dreyer

10h. Approval of agreement with Marion County School Board for the School Resource Officer Program with receivables over three years of $5,946,781

Presentation By: Mike Balken

Police Chief Mike Balken confirmed the department will be servicing all of Ocala's public schools located in the City with Council Member Bethea.

There being no further discussion the motion carried by roll call vote.

RESULT:	APPROVED
MOVER:	James P. Hilty Sr
SECONDER:	Jay A. Musleh
AYE:	Bethea Sr, Hilty Sr, Mansfield, Musleh, and Dreyer

11. Internal Auditor's Report

12. City Manager's Report

- City's storm preparation

City Manager Pete Lee reported the City will continue to monitor the stormy weather along the east coast.

13. Ocala Police Department Report

- Overview of Crime and Traffic Stops

Police Chief Mike Balken reported on the Police Departments efforts for a two-week period, June 30, 2025 to July 13, 2025: 44 significant crimes, 203 arrests, and 1,218 traffic stops. Vehicle crashes on State Road 200 yearly (January-June) comparison: 105 vehicle crashes for 2024 and 122 vehicle crashes for 2025. The department arrested three individuals involved in a series of vehicle burglaries.

Council President Dreyer encouraged pedestrians to drive slower to prevent vehicle crashes on State Road 200. Furthermore, she requested staff present information regarding the types of vehicle crashes at a future meeting.

Mayor Marciano noted U-turns are the major cause of vehicle crashes.

Council Member Musleh discussed how the medians impact the public traveling to merchant destinations.

City Manager Pete Lee stated the City will revisit establishing a cross-access agreement.

- Department Highlights

14. Ocala Fire Rescue Department Report

- **Unit Responses**

  Fire Chief Clint Welborn reported on unit responses for a two-week period, July 1, 2025 to July 14, 2025. The two busiest units: Fire Rescue One (152-unit responses) and Fire Engine Four (97-unit responses).

- **Service calls update**

  Fire Chief Clint Welborn reported on call type spotlights for a two-week period, July 1, 2025 to July 14, 2025: motor vehicle accidents 80, structure fires 4, and community paramedicine/core 71, and 915 calls for service (13,366 calls-to-date).

- **Department Highlights**

  Fire Chief Clint Welborn reported the Florida Task Force 8 was deployed to Texas in response to the devastating floods affecting the state. The department conducted several successful search training courses at the AdventHealth Facility and hosted a successful Mayor for the Day event.

16. Public Comments

- **David Layman, 4567 NE 6th Street, commented on fiber installation issues**

  David Layman, 4567 NE 6th Street, discussed hazardous fiber installations jeopardizing the safety of the public. A fiber installation project completed by a vendor known as Lumen, caused a hazardous gas leak in the residential neighborhood. He suggested the City evaluate allowing multiple fiber companies to access easements and perform audits to protect the safety of the public.

  City Manager Pete Lee stated staff will perform site inspections to support public safety. The City will suspend a vendor's permits if they cause infrastructure damage. The public must report property damage to the City immediately, as vendors should not be encroaching on private property and must restore the property back to the original condition. Furthermore, the City's Code Enforcement Inspectors have been allocated to job sites to ensure the vendor is incompliance.

  City Engineer & Director of Water Resources Sean Lanier stated the City has the ability to suspend a vendor's permits. The City has jurisdiction over the right-of-way; however, residential damage caused by the vendor is considered a civil matter, due to the City's lack of jurisdiction.

  City Attorney Sexton expressed concern about billing the vendor for fire services. He requested Council consider creating penalties for vendors.

  Council Member's Musleh and Hilty support penalizing vendors for being negligent.

  Mr. Lee expressed concern that assigning Fire Department employees to job sites will impact public services. Furthermore, he suggested reevaluating fiber permit fees.

Council Member Dreyer favors Mr. Lanier's suggestion to establish inspection fees.

Mr. Lanier noted the vendor must restore the right-of-way to the original condition.

Mr. Sexton advised City Council that the City has worked with vendors to restore damaged properties back to their original condition.

Council Member Dreyer requested the City require vendors to issue notices to residents.

- **Jerry Lourenco, 2350 NW 27th Avenue, commented on the invitation to bid for the disposal of Class 1 and Class 3 solid waste**

Jerry Lourenco, 2350 NW 27th Avenue, expressed concern regarding an invitation to bid that is currently under review for the disposal of Class 1 and Class 3 solid waste. He questioned why the bid package would require vendors to haul certain items for free. He discussed his concern about the inability to pass along any price increases to the City over the term of the proposed five-year contract.

Council President Dreyer noted Council cannot discuss an open procurement process.

17. Informational Items and Calendaring Items

- Tuesday, August 5, 2025 - 4:00pm - City Council meeting - Council Chambers
- Tuesday, August 12, 2025 - 12:00pm - City Council Workshop Re: FY 2025-26 Budget - Council Chambers
- Tuesday, August 19, 2025 - 3:45pm - CRA Board meeting - Council Chambers
- Tuesday, August 19, 2025 - 4:00pm - City Council meeting - Council Chambers
- Tuesday, August 26, 2025 - 3:00pm - TPO Meeting - Marion County BOCC Auditorium
- Monday, September 1, 2025 - Labor Day Holiday - City offices closed
- Tuesday, September 2, 2025 - 4:00pm - City Council meeting - Council Chambers
- Thursday, September 11, 2025 - 5:01pm - City Council Special Meeting re: Fire Assessment - Council Chambers
- Tuesday, September 16, 2025 - 3:45pm - CRA Board meeting - Council Chambers
- Tuesday, September 16, 2025 - 4:00pm - City Council meeting - Council Chambers
- Tuesday, September 23, 2025 - 3:00pm - TPO Meeting - Marion County BOCC Auditorium

17a. Fully Executed Contracts Under $50,000

17b. Monthly budget to actual report and Capital Improvement Project status report as of May 31, 2025

18. Comments by Mayor

- **Recognition of the Parks & Recreation Department and Ocala Main Street for 4th of July celebration**

- **Recognition of the Electric Department for storm response**

Mayor Marciano recognized the Electric Department for responding to a power outage in the City.

- **Workout with the Mayor event scheduled for Saturday, July 19, 2025, at 9 am, location Tuscawila Park**

19. Comments by City Council Members

20. Adjournment

Adjourned at 5:44 pm

Minutes

Kristen M. Dreyer	Angel B. Jacobs
Council President	City Clerk

File #: ORD-2025-34 Agenda Item #: 8a.

Submitted By: Payal Pandya

Presentation By: Sean Lanier

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):
Adopt Ordinance 2025-34, amending Sec. 90-20, Code of Ordinances, City of Ocala, Florida, providing for limitations on enclosures under elevated buildings located in flood hazard areas

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Section 90-20 of the Code of Ordinances currently regulates buildings and structures to ensure that, within designated flood-prone areas, development occurs in a manner that mitigates risk.

Section 90-20 does not currently limit enclosures below elevated buildings in flood hazard areas, which would further mitigate flood risks during significant flood events. Regulations to limit enclosures below the base flood elevation have two objectives. First, they protect the structural integrity of the building from wave action or hydrostatic pressure. Second, they discourage property owners from finishing the area below the base flood elevation and storing valuable or hazardous items in that area.

While Ocala has no known structures in this situation (they are found mostly on the coast and along rivers), adding the paragraph in the attached redline version to our ordinance increases our points towards the goal of achieving a Community Rating System (CRS) Class 2 level for flood insurance purposes. We are currently at CRS Class 3. Advancing to a CRS Class 2 level would potentially decrease flood insurance premiums for our residents and businesses.

FINDINGS AND CONCLUSIONS:
This amendment to Section 90-20, Code of Ordinances, will further the protection of health, safety, and welfare of the citizens of Ocala, and potentially decrease flood insurance premiums for our residents and businesses. Staff recommends approval.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The ordinance has been reviewed by the City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes
- Deny
- Table

ORDINANCE 2025-34

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA AMENDING SECTION 90-20, CODE OF ORDINANCES, CITY OF OCALA, FLORIDA; PROVIDING FOR LIMITATIONS ON ENCLOSURES UNDER ELEVATED BUILDINGS; PROVIDING DIRECTION TO STAFF; PROVIDING DIRECTION TO THE CODIFIER; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 90-20 of the *Code of Ordinances, City of Ocala, Florida*, currently provides for the regulation of buildings and structures so as to ensure that, within areas designated as flood prone, development occurs in a manner in which risk is mitigated; and

WHEREAS, Section 90-20, *Code of Ordinances, City of Ocala, Florida*, does not currently limit the development of enclosures below elevated buildings so as to further mitigate flood risks during significant flood events; and

WHEREAS, the United States of America, Federal Emergency Management Agency (FEMA) recommends limitations on the size of enclosures below elevated buildings in flood-prone areas for several reasons, primarily aimed at minimizing damage and protecting lives and property during flood events; and

WHEREAS, the limitations on enclosures below elevated buildings in flood-prone areas are a key component of FEMA's overall strategy to mitigate flood risks and ensure the safety and resilience of

communities in flood-prone regions; and

WHEREAS, enhancing the regulations in Section 90-20, *Code of Ordinances, City of Ocala, Florida*, so as to limit enclosures below elevated buildings located in flood hazard areas will reduce flood forces and prevent the redirection of flood waters to other structures and will further add to the City of Ocala's efforts to mitigate flood damage; and

WHEREAS, given the above and foregoing, the City of Ocala, Florida now desires to implement a change to said Section 90-20, *Code of Ordinances, City of Ocala, Florida,* to add language prohibiting the development of enclosures below elevated buildings located within flood hazard areas; and

WHEREAS, the City Council of the City of Ocala, Florida finds and determines that this ordinance and the amendment to Section 90-20, *Code of Ordinances, City of Ocala, Florida*, contained herein are further the protection of the health, safety and welfare of the citizens of Ocala, Florida; and

WHEREAS, the City Council of the City of Ocala, Florida finds and determines that this ordinance and the amendments to Section 90-20, *Code of Ordinances, City of Ocala, Florida*, contained herein are in the best interest of the City of Ocala, Florida and its citizens; and

NOW THEREFORE, be it ordained, by the City Council of the City of Ocala, Florida, in regular session, as follows:

Section 1. Ratification, Adoption and Incorporation of Recitals.

The City Council of the City of Ocala, Florida ratifies the above-outlined recitals as true and correct; adopts and incorporates them herein as part and parcel of this ordinance.

Section 2. Purpose and Authority for Ordinance.

This ordinance is adopted for the purpose of amending and revising Section 90-20, of the *Code of Ordinances, City of Ocala, Florida* so as to prohibit the development of buildings which contain enclosures below grade within areas designated as flood hazard areas, and is adopted pursuant to the authority granted by Chapter 166, *Florida Statutes*, and other relevant provisions of Florida and federal law.

Section 3. Amendment of Section 90-20, *Code of Ordinances, City of Ocala, Florida*.

Section 90-20 of the *Code of Ordinances, City of Ocala, Florida* is hereby amended by replacement in its entirety with the following:

Section 90-20. Buildings and Structures.

(a) Design and construction of buildings, structures and facilities exempt from the Florida Building Code.

Pursuant to subsection 90-14(c), buildings, structures and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood-resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of section 90-26.

(b) Critical facilities.

New critical facilities shall, to the extent feasible, be located outside of the special flood hazard area and outside of the 0.2 percent annual chance flood hazard area (500-year floodplain). If documentation is provided that feasible sites outside of the special flood hazard that satisfy the objectives of a proposed critical facility are not available, then the critical facility shall:

(1) Have the lowest floor elevated or protected to at least the base flood elevation plus 3.0 feet or the elevation required by ASCE 24, whichever is higher;

(2) Have floodproofing and sealing measures taken to ensure that toxic substances will not be displaced by or released into floodwaters; and

(3) Have access routes elevated to or above the base flood elevation shall to the maximum extent possible.

(c) Accessory Structures.

Accessory structures are permitted below the base flood elevation provided the accessory structures are used only for parking or storage, and:

(1) Are one-story and not larger than 600 square feet;

(2) Have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential;

(3) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads;

(4) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot; and

(5) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

(d) Limitations on enclosures under elevated buildings in a flood hazard area.

Enclosures below elevated buildings (those on posts and/or piers) more than four (4) feet above grade are prohibited, including but not necessarily limited to enclosures with walls designed to breakaway under flood loads.

Section 4. Direction to Staff.

The City Council of the City of Ocala, Florida directs staff as follows:

A. Staff is directed to transmit copies of this ordinance to the State of Florida, Department of Law Enforcement for their review, consideration and approval.

B. Staff is further directed to take any and all other steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 5. Direction to the Codifier.

It is the intention of the City Council of the City of Ocala, Florida that (1) this ordinance shall become and be made a part of the *Code of Ordinances, City of Ocala, Florida*, (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by the City Council.

Section 6. Repealing Inconsistent and/or Conflicting Provisions.

The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 7. Severability of Ordinance Provisions.

If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 8. Modifications Arising from Consideration at a Public Hearing.

It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 9. Effective Date of Ordinance.

This ordinance shall become effective immediately upon approval by the Mayor or becoming law without such approval.

The remainder of this page intentionally left blank.

PASSED AND ADOPTED, in a regular session with a quorum present and voting, by the City Council of the City of Ocala, Florida this ____ day of August 2025.

ATTEST: **CITY OF OCALA**

By:
Angel B. Jacobs
City Clerk

By:
Kristen M. Dreyer
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2025.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No:	2025-XX
Introduced:	Click or tap to enter a date.
Adopted:	Click or tap to enter a date.
Legal Ad No:	Click or tap here to enter text.

ORDINANCE NUMBER 2025 - _____

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA AMENDING SECTION 90-20, *CODE OF ORDINANCES, CITY OF OCALA, FLORIDA*; PROVIDING FOR LIMITATIONS ON ENCLOSURES UNDER ELEVATED BUILDINGS; PROVIDING DIRECTION TO STAFF; PROVIDING DIRECTION TO THE CODIFIER; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 90-20 of the *Code of Ordinances, City of Ocala, Florida*, currently provides for the regulation of buildings and structures so as to ensure that, within areas designated as flood prone, development occurs in a manner in which risk is mitigated; and

WHEREAS, Section 90-20, *Code of Ordinances, City of Ocala, Florida*, does not currently limit the development of enclosures below elevated buildings so as to further mitigate flood risks during significant flood events; and

WHEREAS, the United States of America, Federal Emergency Management Agency (FEMA) recommends limitations on the size of enclosures below elevated buildings in flood-prone areas for several reasons, primarily aimed at minimizing damage and protecting lives and property during flood events; and

WHEREAS, the limitations on enclosures below elevated buildings in flood-prone areas are a key component of FEMA's overall strategy to mitigate flood risks and ensure the safety and resilience of communities in flood-prone regions; and

WHEREAS, enhancing the regulations in Section 90-20, *Code of Ordinances, City of Ocala, Florida*, so as to limit enclosures below elevated buildings located in flood hazard areas will reduce flood forces and prevent the redirection of flood waters to other structures and will further add to the City of Ocala's efforts to mitigate flood damage; and

WHEREAS, given the above and foregoing, the City of Ocala, Florida now desires to implement a change to said Section 90-20, *Code of Ordinances, City of Ocala, Florida,* to add language prohibiting the development of enclosures below elevated buildings located within flood hazard areas; and

WHEREAS, the City Council of the City of Ocala, Florida finds and determines that this ordinance and the amendment to Section 90-20, *Code of Ordinances, City of Ocala, Florida*, contained herein are further the protection of the health, safety and welfare of the citizens of Ocala, Florida; and

WHEREAS, the City Council of the City of Ocala, Florida finds and determines that this ordinance and the amendments to Section 90-20, *Code of Ordinances, City of Ocala, Florida*, contained herein are in the best interest of the City of Ocala, Florida and its citizens; and

NOW THEREFORE, be it ordained, by the City Council of the City of Ocala, Florida, in regular session, as follows:

Section 1. Ratification, Adoption and Incorporation of Recitals.

The City Council of the City of Ocala, Florida ratifies the above-outlined recitals as true and correct; adopts and incorporates them herein as part and parcel of this ordinance.

Section 2. Purpose and Authority for Ordinance.

This ordinance is adopted for the purpose of amending and revising Section 90-20, of the *Code of Ordinances, City of Ocala, Florida* so as to prohibit the development of buildings which contain enclosures below grade within areas designated as flood hazard areas, and is adopted pursuant to the authority granted by Chapter 166, *Florida Statutes*, and other relevant provisions of Florida and federal law.

Section 3. Amendment of Section 90-20, *Code of Ordinances, City of Ocala, Florida.*

Section 90-20 of the *Code of Ordinances, City of Ocala, Florida* is hereby amended by replacement in its entirety with the following:

Section 90-20. Buildings and Structures.

(a) Design and construction of buildings, structures and facilities exempt from the Florida Building Code.

Pursuant to subsection 90-14(c), buildings, structures and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood-resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of section 90-26.

(b) Critical facilities.

New critical facilities shall, to the extent feasible, be located outside of the special flood hazard area and outside of the 0.2 percent annual chance flood hazard area (500-year floodplain). If documentation is provided that feasible sites outside of the special flood hazard that satisfy the objectives of a proposed critical facility are not available, then the critical facility shall:

(1) Have the lowest floor elevated or protected to at least the base flood elevation plus 3.0 feet or the elevation required by ASCE 24, whichever is higher;

(2) Have floodproofing and sealing measures taken to ensure that toxic substances will not be displaced by or released into floodwaters; and

(3) Have access routes elevated to or above the base flood elevation shall to the maximum extent possible.

(c) Accessory Structures.

Accessory structures are permitted below the base flood elevation provided the accessory structures are used only for parking or storage, and:

(1) Are one-story and not larger than 600 square feet;

(2) Have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential;

(3) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads;

(4) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot; and

(5) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

(d) Limitations on enclosures under elevated buildings in a flood hazard area.

Enclosures below elevated buildings (those on posts and/or piers) more than four (4) feet above grade are prohibited, including but not necessarily limited to enclosures with walls designed to breakaway under flood loads.

Section 4. Direction to Staff.

The City Council of the City of Ocala, Florida directs staff as follows:

A. Staff is directed to transmit copies of this ordinance to the State of Florida, Department of Law Enforcement for their review, consideration and approval.

B. Staff is further directed to take any and all other steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 5. Direction to the Codifier.

It is the intention of the City Council of the City of Ocala, Florida that (1) this ordinance shall become and be made a part of the *Code of Ordinances, City of Ocala, Florida*, (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by the City Council.

Section 6. Repealing Inconsistent and/or Conflicting Provisions.

The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 7. Severability of Ordinance Provisions.

If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 8. Modifications Arising from Consideration at a Public Hearing.

It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 9. Effective Date of Ordinance.

This ordinance shall become effective immediately upon approval by the Mayor or becoming law without such approval.

The remainder of this page intentionally left blank.

PASSED AND ADOPTED, in a regular session with a quorum present and voting, by the City Council of the City of Ocala, Florida this ____ day of August 2025.

CITY OF OCALA, FLORIDA

_____

By: KRISTEN M. DREYER., as
President of the City Council

ATTEST:

_____

By: ANGEL JACOBS, as
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

By: WILLIAM E. SEXTON, as
City Attorney

APPROVED / DENIED by me, as Mayor of the City of Ocala, Florida this _____ day of August 2025.

_____

By: BENJAMIN MARCIANO, as
Mayor

ORDINANCE NUMBER: _____
INTRODUCED: _____
ADOPTED: _____
LEGAL AD NUMBER: _____

File #: 2025-1397 Agenda Item #: 10a.

Submitted By: Paul Constable

Presentation By: Sean Lanier

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):
Approve award of the contract for construction services for Phase 3 of the SW 44th/46th Avenue Four-Lane Expansion Project to Commercial Industrial Corp. in the amount of $3,433,678, plus a 10 percent contingency, for a total expenditure not to exceed $3,777,046

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

PROOF OF PUBLICATION:
Bid released to the public: 3/13/2025; Newspaper ad published 3/14/2025

BACKGROUND:
The SW 44th/46th Avenue Four-Lane Expansion Project (the "Project"), Phase 3 (shown as Phase III on the attached 44th Avenue Extension Overview Map), consists of the widening of SW 44th/46th Avenue from State Road 40 to SW 20th Street. Along with the widening of the roadway, the Project consists of stormwater modifications, four-foot-wide bike lanes, and sidewalk construction. The improvements under this project will create approximately 1.25 miles of roadway connectivity and alignment within the City of Ocala.

FINDINGS AND CONCLUSIONS:
On March 13, 2025, the City issued its Invitation to Bid ("ITB") No.: CIP/250467 for Phase 3 of the SW 44th/46th Avenue Four-Lane Expansion Project. ITB No. CIP/250467 was subject to the City's Local Vendor Preference Ordinance, 2017-35.

On April 30, 2025, four bids were received on a unit price basis and were evaluated based on price. After submitting an affidavit verifying that it satisfied the requirements of Ordinance 2017-35 and reducing its bid to 1% below that of lowest bidder, Commercial Industrial Corp. (CIC) was found to be the lowest responsible bidder with a total bid of $3,433,677.44.

Bidder Name & Office Location	Total Bid Am
Commercial Industrial Corp Ocala, FL	**$3,433,677.4**
Superior Asphalt, Inc Brooksville, FL	$3,468,001.0
CW Roberts Contracting, Inc. Wildwood, FL	$3,705,999.8
Art Walker Construction, Inc. Lowell, FL	$3,729,239.0

CIC has previously completed construction projects for the City, and their performance has been very satisfactory. Staff requests a 10 percent contingency in the amount of $343,368 to allow the City Engineer to issue change orders to cover unforeseen conditions and other conflicts that may arise during construction. With the contingency, the total project budget is not to exceed $3,777,045.44.

Staff recommends awarding CIC the contract for the construction of Phase 3 of the SW 44th/46th Avenue Four-Lane Expansion Project.

FISCAL IMPACT:
Funding for this project is available in account string 120-020-394-541-69-6510 in the amount of $3,777,046. A budget resolution to appropriate the additional funds is provided in the general business portion of this agenda.

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

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

CONSTRUCTION SERVICES AGREEMENT FOR THE SW 44TH/46TH AVENUE FOUR-LANE EXTENSION

THIS CONSTRUCTION SERVICES AGREEMENT FOR THE SW 44TH/46TH AVENUE FOUR-LANE EXTENSION (Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **COMMERCIAL INDUSTRIAL CORP.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-2407001) ("Contractor").

R E C I T A L S:

WHEREAS, on March 13, 2025, City issued an Invitation to Bid ("ITB") for the provision of construction services related to the four-lane extension of SW 44th/46th Avenue, ITB No.: CIP/250467 (the "Solicitation"); and

WHEREAS, a total of four (4) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, Commercial Industrial Corp. was determined to be the lowest responsive and responsible bidder; and

WHEREAS, Commercial Industrial Corp. was chosen as the intended awardee to provide construction services related to the four-lane extension of SW 44th/46th Avenue (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project; and

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

T E R M S O F A G R E E M E N T:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the quote submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement. Each of these documents are incorporated herein by reference for all purposes.
   If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

      Exhibit A: Scope of Work (A-1 through A-9)
      Exhibit B: Price Proposal (B-1 through B-2)
      Exhibit C: Plan Set (C-1)
      Exhibit D: Solicitation Answers (D-1)

      If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B then (3) Exhibit C, then (4) Exhibit D.

   B. **Project Specifications**: In addition to the Contract Documents and up-to-date copies of shop drawings, this project will require the Contractor to have the following specifications and documents, which are incorporated by reference:

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

i. **City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure"** available at: www.ocalafl.gov/home/showpublisheddocument/24606

Florida Department of Transportation ("FDOT") Standard Specifications for Road and Bridge Construction (latest edition) available at: http://www.fdot.gov/programmanagement/Implemented/SpecBooks/.

Florida Department of Transportation Standard Plans for Road and Bridge Construction (latest edition): https://www.fdot.gov/design/standardplans/sprbc.shtm

Manual on Uniform Traffic Control Devices (MUTCD), latest edition which can be obtained by downloading from: https://www.fdot.gov/traffic/trafficservices/mutcd.shtm

Florida Department of Transportation Florida Greenbook (latest edition), can be obtained by downloading from: https://www.fdot.gov/roadway/floridagreenbook/fgb.shtm

If there is a conflict between the individual Project Specifications regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedents to the most restrictive specification.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. Prime contractor must perform a minimum of **SIXTY PERCENT (60%)** of the work with its own forces. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Contractor a maximum limiting amount of **THREE MILLION, FOUR HUNDRED THIRTY-THREE THOUSAND, SIX HUNDRED SEVENTY-SEVEN AND 44/100 DOLLARS ($3,433,677.44)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the unit pricing schedule in **Exhibit B – Price Proposal** and other requirements set forth in the Contract Documents. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.

   A. **Monthly Progress Payments**: The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable federal and/or state laws.

   B. **Project Schedule and Progress Reports**. A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.

   C. **Invoice Submission**. Invoicing shall be completed on an A1A – G703 - Application & Certification type document for payment. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall invoice once a month. Contractor shall submit a Certificate of Disbursement of Payment with each invoice after the first payment. In addition, Contractor shall also submit an updated

schedule and Construction Compliance with Specifications and Plans with each invoice. Contractor shall be provided with a cover sheet for invoicing. This cover sheet must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Engineering & Water Resources Department,** Attn: **Paul Constable**, **1805 NE 30th Avenue, Building 700, Ocala, Florida 34470** E-Mail: pconstable@ocalafl.gov.

D. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

E. **Retainage.** City shall withhold an amount equal to **FIVE PERCENT (5%)** of each monthly progress payment as retainage to secure Contractor's full and faithful performance of its obligations under this Agreement (the "Retainage"). Contractor shall not be entitled to any interest received by City on Retainage. The Retainage shall be payable to Contractor, subject to the provisions of this subsection, upon satisfaction of the following conditions precedent: (1) confirmation from the City Project Manager that Contractor has satisfactorily completed all work in accordance with the provisions of the Agreement; and (2) receipt of the Consent of Surety of the recorded bond for final payment.

F. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

G. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

H. **Amounts Due to the City**. Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

I. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

A. Contractor shall mobilize and commence work no later than **TEN (10)** working days from the date of issuance of a Notice to Proceed for the project by City. At no time will the Contractor be allowed to lag behind.

B. **All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager within TWO HUNDRED TEN (210) days of the start date indicated on the Notice to Proceed and ready for final payment within THIRTY (30) days of substantial completion**.

C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.

D. **Weather Days:** Contractor shall submit a written request to the City Project (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final. Contractor performance and execution of work shall be considered in the determination for granting additional days.

E. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies, or interference, except as provided in this Agreement.

F. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.

6. **LIQUIDATED DAMAGES FOR LATE COMPLETION**. The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Substantial Completion and/or Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Substantial Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **TWO THOUSAND, SIX HUNDRED FIFTY AND NO/100 DOLLARS ($2,650)** per day for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion in the Contract Documents. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract Documents for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City, as liquidated damages and not as a penalty, additional sum of **TWO HUNDRED AND NO/100 DOLLARS ($200)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.

A. **No Waiver of Rights or Liabilities**. Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.

B. **Right to Withhold or Deduct Damages**. When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.

C. **Non-Cumulative**. The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Contractor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Contractor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.

D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.

E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.

7. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
8. **MAINTENANCE AND GUARANTEE BOND.** Prior to final payment, Contractor shall furnish a Maintenance and Guarantee Bond in the amount of **TEN PERCENT (10%)** of the total project value, for a period of **THREE (3)** year for labor and **THREE (3)** year for materials from the date of final completion. Prior to the City's receipt of Contractor's fully executed Maintenance and Guarantee Bond, Contractor will warrant all labor and materials completed pursuant to this Agreement.
9. **PUBLIC CONSTRUCTION BOND**. As required by section 255.05, Florida Statutes, Contractor shall furnish a certified and recorded Public Construction Bond in the amount of **THREE MILLION, FOUR HUNDRED THIRTY-THREE THOUSAND, THREE HUNDRED TWENTY AND 99/100 DOLLARS ($3,433,320.99)** as security for the faithful performance of the work as required and set forth in the Contract Documents within the time set forth for performance under this Agreement and for prompt payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided for herein.
10. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof as soon as it becomes aware.
B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

11. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
    A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
    B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
12. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
    A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
        (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

(2) Contractor provides material that does not meet the specifications of the Agreement;
(3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
(4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
(1) City shall be entitled to terminate this Agreement without further notice;
(2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
(3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
(4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; (ii) placing a claim against the public construction bond, or (iii) any other remedy as provided by law.

D. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

13. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **THREE (3)** years from the date of Final Completion. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **THREE (3)** years from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.
14. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

15. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

16. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

    A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
    B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
    C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
    D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
    E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
    F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

17. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

    A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

C. Contractor shall be responsible to see that the finished work complies accurately with this Agreement and the intent thereof.
D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, including, but not limited to obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
G. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

18. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
19. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES**. City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
    A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.
    B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.
20. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
21. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work.** City has the authority to stop work or to suspend any work.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

22. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
23. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of Commercial General Liability insurance with limits not less than:

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
    C. Policy must include coverage for contractual liability and independent contractors.
    D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

24. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

    A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

    B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

    C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

25. **ADDITIONAL INSURANCE REQUIREMENTS.**

    A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
    B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

of a coverage deductible, co-insurance penalty to include any loss not covered because of the operation of such deductible, co-insurance penalty, or coverage exclusion or limitation.

C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as an Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

27. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;
B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

28. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.
    a. In addition to the requirements set forth in its bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
    b. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

29. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

30. **CONSTRUCTION SURVEY LAYOUT.** The work to be performed pursuant to survey work provided by City shall be completed as necessary to establish all proper alignments, right of way, easements, benchmarks, elevations, and grade stakes to complete all phases of this Contract.
    A. Contractor shall immediately bring to City's attention any survey issues that would impede the Contractor's completion of the work. The work performed pursuant to survey work at the Contractor's expense pursuant to this Agreement shall be prepared by a licensed surveyor and provided to the City. Any survey issues with these surveys that would impede the Contractor's completion of the work shall immediately be brought to the City's attention. If additional or corrective survey work is required, it shall be at Contractor's expense.
    B. The City Engineer/City Project Manager shall establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work. If Contractor shall remove or destroy any stake, marker, or benchmark on the work without first having

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

secured the approval of the City Engineer/City Project Manager, such stake, or benchmark shall be re-established by and at Contractor's expense.

C. It shall be the responsibility of Contractor to preserve all adjacent property corner markers which might be affected by their operations and replace same if undermined. Corner locations known by City will be made available to Contractor. All original field notes, calculations, and other documents developed by the surveyor in conjunction with this work shall be given to City and become City property. All surveying work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6IG17 of the Florida Administrative Code.

31. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
32. **COMPLIANCE WITH F.S. 287.135.** City may terminate Agreement immediately upon discovering that Contractor: (A) has been placed on the Scrutinized Companies that Boycott Israel List; (B) is engaged in a boycott of Israel; (C) has been placed on the Scrutinized Companies with Activities in Sudan List; (D) has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or (E) has been engaged in business operations in Cuba or Syria. This Agreement may also be terminated immediately if the Contractor falsely certified they are eligible to bid and contract with local government entities under F.S. 287.135.
33. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
34. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

35. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

36. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.

37. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

38. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

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

40. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
41. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
42. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
43. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
44. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
45. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

46. **INDEMNITY.** Contractor shall indemnify, defend, and hold harmless City and its elected officials, employees and volunteers against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful acts of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor.
47. **NO WAIVER OF SOVEREIGN IMMUNITY.** The foregoing indemnification shall not constitute a waiver of the City's sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes. Nor shall the same be construed to constitute agreement by Contractor to indemnify City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.
48. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Commercial Industrial Corp. Attention: Jay Blankenfeld 186 NW 68th Avenue Ocala, Florida 34482 Phone: 352-840-0161 E-mail: jay@cifl.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: wsexton@ocalafl.gov

49. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

50. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
51. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the state of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the state of Florida.
52. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
53. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
54. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
55. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
56. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

57. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
58. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
59. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
60. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
61. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

ATTEST:

Angel B. Jacobs
City Clerk

CITY OF OCALA

Kristen Dreyer
City Council President

Approved as to form and legality:

Signed by: William E. Sexton
4A55ABBABED04F3...

By: William E. Sexton
(Printed Name)

Title: City Attorney

COMMERCIAL INDUSTRIAL CORP.

DocuSigned by: JAY BLANKENFELD
82026AF927B041A...
(Signature)

By: JAY BLANKENFELD
(Printed Name)

Title: Vice President
(Title of Authorized Signatory)

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

BACKGROUND

1. Contractor shall complete the widening construction of the existing two-lane SW 44th / 46th Avenue from SR 40 to SW 20th Street to create a four-lane divided roadway.
2. Scope of the project will contain stabilization, base, milling and asphalt for four 12-foot travel lanes, 6-foot-wide traffic separator, grass median, 4-foot-wide bike lanes, concrete sidewalks, concrete curb and gutter, curb ramps, sod, gravity wall, as well as signing and thermoplastic pavement marking. Driveway modifications are also anticipated.
3. Drainage work shall include a manhole and inlet top modifications as called out in the plans.
4. Inlet protection system, sediment barrier is also included. Construction activities include mobilization, maintenance of traffic, clearing and grubbing, earthwork, milling, concrete, and paving.
5. All pedestrian facilities must adhere to current ADA standards.
6. Proper maintenance of traffic is required at all times.
7. Contractor shall be responsible for providing all materials, labor, and equipment to complete the project.

FDOT PRE-QUALIFICATION, AND CERTIFICATION REQUIREMENTS

1. **FDOT Pre-Qualification Requirement:** Contractor must be FDOT Pre-Qualified with reviewed financial statements in the following work classes in accordance with Florida State Statute 337.14 and Florida Administrative code 14-22.
    - Grading
    - Flexible Paving
    - Hot Plant – Mix Bitum. Courses
    - Sidewalk
2. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC) Certification:** Contractor must possess MOT/TTC Advanced certification. One (1) person who is MOT/TTC Advanced certified must be on site at all times during construction.

PERMIT REQUIREMENTS AND MOT/TTC PLAN

1. **Permits Required:** Contractor shall be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
    - Right-of-Way (ROW) Utilization
    - Notice of Intent to FDEP for Overall Project Construction
2. **Estimated Permit Cost:** The ROW permit cost will be waived upon submission.
3. **Permit Application:** The ROW Utilization Permit Application is available under "Documents" at: https://www.ocalafl.org/government/city-departments-a-h/city-engineer-s-office
4. **Permit Submission Requirements:**

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

A. **If Road/Lane Closure is Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of two (2) weeks prior to the projected time the project will start.

B. **If Road/Lane Closure is not Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of one (1) week prior to the projected time the project will start.

WEATHER DAYS

Weather Days: The Contractor shall submit a written request to the City Project Manager (email is the preferred method) for additional days for which work is suspended or delayed by weather.

A. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final.

B. Contractor performance and execution of work shall be considered in the determination for granting additional days.

SUB-CONTRACTORS

Contractor must perform a minimum of 60% of the work with their own forces.

MOBILIZATION AND MAINTENANCE OF TRAFFIC/TEMPORARY TRAFFIC CONTROL

1. **Mobilization:** Obtaining of required permits and the moving of the Contractors operations and equipment required for construction. Provide on-site construction power and wiring, as needed. Provide on-site sanitary facilities as required by Governing agencies. The Contractor will not be permitted to use the City sanitary facilities during construction. Posting of OSHA required notices and establishing of safety programs and procedures.

2. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC):** Maintain traffic per FDOT 102 series index within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Construct and maintain detours.

   A. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install, and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for MOT/TTC in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans.

   B. MOT/TTC includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work and repair any damage to existing pavement open to traffic. FDOT Design Standards are the minimum standards for the use in the development of all Traffic Control Plans (TCPs).

   C. Contractor must have one (1) person that is MOT/TTC Advanced certified on site at all times during construction.

WORK HOURS/CONTRACT TIME

1. The City's normal working hours are Monday through Friday from 7:00 AM to 5:30 PM.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

2. If additional hours are necessary, the Contractor must give 48 hours advance notice to the Project Inspector/City Project Manager.
3. Contractor shall be responsible for inspector's overtime.
4. Night work shall be allowed if it would result in less impact to the public or reduced safety issues at no extra cost to city.
5. No work will be permitted on City observed holidays.
6. Issuance of the Notice to Proceed (NTP) will be given within **TEN (10) DAYS** of the executed Contract date, unless an alternative start date is agreed upon by the City Project Manager. Failure to begin construction within the specified or agreed-upon time frame shall be considered in default by the Contractor.

PROJECT SPECIFICATIONS

This project will require the Contractor to follow the following plans and specifications and any other governing specifications that projects shall be constructed in accordance to:

1. City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure (January 2025) available at:
2. https://www.ocalafl.gov/home/showpublisheddocument/26969/638741677724600000
3. Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction, latest edition available at: http://www.fdot.gov/programmanagement/Implemented/SpecBooks/
4. Florida Department of Transportation Standard Plans for Road and Bridge Construction, Latest edition available at:

   https://www.fdot.gov/design/standardplans/sprbc.shtm
5. Manual on Uniform Traffic Control Devices (MUTCD), available at: https://www.fdot.gov/traffic/trafficservices/mutcd.shtm
6. **Job Site Documents:** The Contractor must have the above listed documents in addition to up-to-date copies of shop drawings, plans and bid document at job sites at all times.

PROJECT REQUIREMENTS AND EXECUTION OF WORK

1. **Project Schedule:** Contractor must submit project schedule to the City Project Manager for approval. This schedule must be submitted Two (2) weeks prior to the starting of a project and must be updated when the schedule is no longer accurate.
2. **Right-of-Way Maps and As-Builts:** Upon final completion of each individual project, signed and sealed right-of-way maps (when applicable) and as-builts must be submitted and approved by the City.
3. **Material & Construction Equipment:** All material & construction equipment must meet FDOT Standard Specifications for Road and Bridge, latest edition.
4. **Backfilling and Compaction Procedures:** Backfilling and compaction shall be performed in accordance with the FDOT Standard Specifications for Road and Bridge Construction (latest edition)

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

and the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure or as otherwise directed in writing by the City of Ocala.

5. **Open Cuts:** All open cuts in the pavement (asphalt and concrete) shall be saw cut and made square.
6. **Damages:** Contractor shall be responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
7. **Compliance:** The Contractor shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
8. Locate, protect, and relocate any and all underground utilities necessary to complete the work specified in the contract, and verify all field conditions, measurements, and elevations.
9. Contractor shall be responsible for distribution of outage/construction notices to customers at least **five (5) days** prior to an outage or construction activity.
10. 10. The Fire Hydrant Assembly line-item unit price includes a fire hydrant to grade (36″ min to 60″ max).

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
3. Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number, email, and address for the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
4. An employee roster shall be provided to the City Project Manager.
5. All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel (safety vest or equivalent).
6. The Contractor's employees shall wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
7. Contractor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employees.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

8. Contractor personnel shall abide by the City's smoking regulations. Smoking is restricted to designated smoking areas only and is not permitted in any City buildings.
9. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
10. Contractor and sub-contractor vehicles shall have their company name located on the side and all personnel shall be required to wear a company shirt.

PROJECT SIGNS

1. Contractor shall be required to provide **two (2)** portable signs to be placed at locations that are approved by City Project Manager.
2. If during the term of this Agreement sign becomes broken or inaccurate, Contractor shall replace or make sign accurate at no extra charge to the City of Ocala.
3. Sign Construction Detail and Required Information can be found in the City of Ocala Standard Details for Construction on Detail G-31A & G-31B.

The cost to move signs to new project locations and the replacement of broken and inaccurate signs shall be included in the initial cost of each sign.

SURVEY LAYOUT

1. The City Engineer/City Project Manager may, as required, establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work.
2. If the Contractor shall remove or destroy any stake, marker, or benchmark on the work without first having secured the approval of the City Engineer, such stake, or benchmark shall be re-established by and at the Contractor's expense.
3. It shall be at the responsibility of the Contractor to preserve all adjacent property corner markers which might be affected by their operation and replace same if undermined. Corner locations known by the City will be available to the Contractor.
4. All survey work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6IG17 of the Florida Administrative Code.

TESTING REQUIREMENTS

1. Contractor Quality Control Plan is required.
    - Earthwork (Including Density Logbook)
    - Base Course
    - Asphalt
    - Concrete

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

2. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required. Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to City Project Manager.
3. Results of all required testing and inspections shall be submitted to the project inspector to achieve Final Completion Certification. For other requirements for Tests and Inspection refer to Article 14 in the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
4. Asphalt samples will only be taken at the job site or asphalt plant and will have to meet these specifications. All work which has not been tested and accepted shall not be paid for.

EROSION SEDIMENT AND FLOOD CONTROL

1. Contractor shall provide the City of Ocala with an Erosion Control Plan that shall include spill reporting and response.
2. If contaminated soil or groundwater is encountered, contact the City Project Manager.
3. Provide, maintain, and operate temporary facilities to control erosion and sediment, and to protect work and existing facilities from flooding during construction.
4. Maintain drainage ways and construct temporary drainage facilities to allow runoff to flow properly.
5. Contractor shall be required to inspect pollution control measures daily. Written documentation of inspection must be submitted weekly and within 24 hours after a rainstorm in excess of 0.50 inches. The Contractor shall report all inspection findings and corrective actions taken as a result of the inspection. Inspection reports (DOT form 650-040-03) shall be signed by the Contractor and submitted weekly to the City Project manager, along with the name and certificate number of the person signing this form.

CONSTRUCTION WORK AREAS

1. The City of Ocala shall not be responsible for providing property or lay down yards to the Contractor for their materials or equipment. If private property is used, the City requires a copy of the agreement between the property owner and the Contractor. **Utilizing private property without written permission is prohibited.**
2. Components of the project, including temporary work and storage areas, will be located on-site per project. Staging areas will be sited inside the right-of-way or within City property. Material shall be transported to the proper station for construction, assembly, response to possible public concern.
3. Provide on-site sanitary facilities as required by governing agencies.
4. Any work areas in roadways must at least be filled temporarily with asphalt millings or covered with a FDOT approved steel road plate before the roadway can be opened to traffic. If millings are used the Contractor must maintain the millings daily until the millings are replaced with permanent asphalt.

SITE HOUSEKEEPING AND CLEANUP

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

1. **Waste/Debris:** The Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Contractor shall provide approved containers for collection and disposal of waste materials, debris, and rubbish. Contractor shall dispose of debris in a legal manner. At least once weekly dispose of such waste materials, debris, and rubbish off-site.
2. **Cleanup:** Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition. Work site will be completely cleaned after each day of work. Sweep all roadways affected by the construction and where adjacent to work daily.
3. **Water Use:** The use of water to prevent the blowing of dust and debris during cutting operations and or cleaning operations is **mandatory**.
4. **Individual Project Cleaning:** At completion of each individual project, Contractor shall remove from the site all tools, equipment, surplus materials, debris, temporary facilities, scaffolding, and equipment. The areas of work shall be swept thoroughly and all marks, stains, rust, dirt, paint drippings, and the like shall be removed from all new and existing work to the satisfaction of the Owner.
5. **Final Cleaning:** Upon completion of work, clean entire work, and project site as applicable.
   A. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the City Project Manager/City Engineer.
   B. Remove any foreign materials from exposed surfaces.
   C. Broom clean exterior paved driveways and parking areas.
   D. Hose clean sidewalks and concrete exposed surfaces.

SAFETY

1. The Contractor shall be fully responsible for meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, etc.
2. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.
3. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

SUBMITTALS

1. Provide submittals as required by City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
2. Submit copies of permits and approvals for construction as required by laws and regulations of governing agencies.
3. Submit temporary construction parking area plans, storage yard, storage trailer location, staging area plan, and plan for disposal of waste materials.

WARRANTY

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

1. Contractor shall provide a three (3) year material and labor warranty from the date of substantial completion, against operational failure caused by defective material or workmanship which occurs during normal use.
2. All manufacturer warranty documentation and owner manuals must be provided before final payment request.

SUBSTANTIAL COMPLETION PROCESS

1. When the Contractor considers the work as substantially complete, the Contractor shall submit to the City:
   A. A written notice that the work or designated portion thereof, is substantially complete.
   B. A list of items to be completed or corrected.
2. Within a reasonable time after receipt of such notice, the City will make an inspection to determine the status of completion.
3. Should the City determine that the work is not substantially complete:
   A. The City will promptly notify the Contractor in writing, giving the reasons, therefore.
   B. The Contractor shall remedy the deficiencies in the work and send a second written notice of substantial completion to the City.
   C. The City will re-inspect the work.
4. When the City finds that the work is substantially complete, the City shall prepare a Certificate of Substantial Completion with a list of items (punch list) to be completed or corrected before final payment.

FINAL COMPLETION PROCESS

1. When the Contractor considers the work complete, the Contractor shall submit written certification that:
   A. Contract documents have been reviewed.
   B. Work has been inspected for compliance with Contract documents.
   C. Work has been completed in accordance with Contract documents.
   D. Equipment and systems have been tested in the presence of the City representative and are operational.
2. The City will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
3. Should the City consider that the work is incomplete or defective:
   A. The City will promptly notify the Contractor in writing, listing the incomplete or defective work.
   B. The Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to the City that the work is complete.
   C. The City will re-inspect the work.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

4. When the City finds that the work is acceptable under the Contract documents, the City shall request the Contractor make closeout submittals.
5. **Final Application for Payment:** Contractor shall submit the final application for payment in accordance with the procedures and requirements stated in the scope of work and general conditions.

CONTRACTOR CLOSEOUT DOCUMENTS

1. Evidence of compliance with requirements of governing authorities.
2. Consent of Surety to final payment.
3. Approved project record documents include electronic (CADD) and hard copy signed and sealed "As Built" by professional surveyor.
4. Completion of all submittals as required by Contract documents.
5. Warranties and operational manuals (2 copies).

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

EXHIBIT B - PRICE PROPOSAL LOCAL VENDOR PREFERENCE

Southwest 44th/46th Avenue 4-Lane Extension

CONTRACTOR NAME	Commercial Industrial Corp
LOCATION	Ocala, FL
SUMMARY OF GENERAL ROADWAY	
	Within 1% Pricing Local Vendor preference

ITEM	DESCRIPTION	UNITS	LOW NON-LOCAL BIDDER UNIT COST	UNIT COST - 1% LESS
G-01	Mobilization	LS	$ 174,108.27	$ 172,367.19
G-02	Maintenance and Guarantee Bond	LS	$ 2,850.00	$ 2,821.50
G-03	Project Construction Signs	EA	$ 1,710.00	$ 1,692.90
G-05	Maintenance of Traffic	LS	$ 323,860.78	$ 320,622.17
G-06	Silt Fence and Sediment Control (back of sidewalk)	LF	$ 1.20	$ 1.19
FDOT 104-1	Silt Fence and Sediment Control (Inlet Protection)	EA	$ 137.50	$ 136.13
G-09-01	Clearing and Grubbing - Light (at sod median)	SY	$ 1.10	$ 1.09
G-11	Excavation, General	CY	$ 15.40	$ 15.25
G-12	Imported Backfill Material	CY	$ 15.95	$ 15.79
G-15	Finish Grading	SY	$ 1.10	$ 1.09
G-17	Remove and Replace Unsuitable Material	CY	$ 25.95	$ 25.69
G-18	Stablized Subgrade	SY	$ 12.10	$ 11.98
G-19	Limerock - 10" Base (new pvmt)	SY	$ 13.10	$ 12.97
G-21	Removal of Existing Concrete Sidewalks and Driveways	SY	$ 16.90	$ 16.73
G-22	Removal of Existing Concrete Curb and Gutter	LF	$ 5.05	$ 5.00
G-25	Removal of Existing Asphalt Pavement (Driveways)	SY	$ 6.10	$ 6.04
G-27	Asphalt Milling Pavement at 2" Depth	SY	$ 3.50	$ 3.47
G-28	Compacted Roadway Subbase	SY	$ 7.45	$ 7.38
G-32-12.1	SP-12.5 Asphalt Superpave (2" structural course) 14,275 SY	TN	$ 175.00	$ 173.25
G-32-12.2	FC-9.5 Asphalt (2" friction course) 14,275 SY + 28,848 SY	TN	$ 177.00	$ 175.23
G-52	Construction Survey	LS	$ 51,920.00	$ 51,400.80
G-53	As Bulit Survey	LS	$ 27,500.00	$ 27,225.00
G-56-E	Concrete Curb and Gutter, Type E	LF	$ 30.55	$ 30.24
G-56-f	Concrete Curb and Gutter, Type F	LF	$ 28.60	$ 28.31
G-61-C	Concrete Curb Ramp with Detectable Warning Surface (CR-C)	EA	$ 2,035.00	$ 2,014.65
G-61-G	Concrete Curb Ramp with Detectable Warning Surface (CR-G)	EA	$ 2,035.00	$ 2,014.65
G-62	Detectable Warning	SF	$ 29.15	$ 28.86
G-58-4	Concrete (Sidewalk, 4" Thick, Fiber Reinforced)	SY	$ 58.85	$ 58.26
G-58-6	Concrete (Sidewalk and Driveways, 6" Thick)	SY	$ 82.50	$ 81.68
G-80	Sod, Bahia (Medians / B.O.S.)	SY	$ 4.15	$ 4.11
G-100	Concrete Traffic Separator - Type IV, 8' Wide	LF	$ 93.50	$ 92.57
FDOT 400-0	Gravity Wall (retaining behind sidewalk)	CY	$ 1,072.50	$ 1,061.78
FDOT 520-2	Concrete Curb, Type D (retaining behind sidewalk)	LF	$ 23.10	$ 22.87
SUMMARY OF STORM WATER				
ITEM	DESCRIPTION	UOM	UNIT COST	UNIT COST
G-45-02	Replace MH Cover w Type 5 Curb Inlet (STA 113+62)	EA	$ 6,347.00	$ 6,283.53
G-45-02	Replace Ditch Inlet w Type 6 Curb Inlet (STA 114+83)	EA	$ 6,347.00	$ 6,283.53
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 118+93)	EA	$ 6,347.00	$ 6,283.53
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 123+52)	EA	$ 6,347.00	$ 6,283.53
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 135+16)	EA	$ 6,347.00	$ 6,283.53
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 139+20)	EA	$ 6,347.00	$ 6,283.53
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 140+55)	EA	$ 6,347.00	$ 6,283.53

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

EXHIBIT B - PRICE PROPOSAL LOCAL VENDOR PREFERENCE

Southwest 44th/46th Avenue 4-Lane Extension

	CONTRACTOR NAME	Commercial Industrial Corp
	LOCATION	Ocala, FL

SUMMARY OF SANITARY SEWER

ITEM	DESCRIPTION	UOM	UNIT COST	UNIT COST
S-05	Raise Exisiting Manhole Cover to Grade	EA	$ 825.00	$ 816.75

SUMMARY OF TRAFFIC CONTROL

ITEM	DESCRIPTION	UOM	UNIT COST	UNIT COST
G-34-01	Object Marker, Type 1 (bike lane)	EA	$ 495.00	$ 490.05
G-89-11	Single Post Sign, F&I, Less than 12 ft	AS	$ 467.50	$ 462.83
G-90-02	Single Post Sign, Remove	AS	$ 55.00	$ 54.45
G-91	Raised Retro-Reflective Pavement Marker w Adhesive	EA	$ 4.70	$ 4.65
G-93-121	Temporary Traffic Stripes and Markings, Standard, White, Solid, 6” Stripe	LF	$ 0.35	$ 0.35
G-93-123	Temporary Traffic Stripes and Markings, Standard, White, Solid, 12” Stripe	LF	$ 1.65	$ 1.63
G-93-125	Temporary Traffic Stripes and Markings, Standard, White, Solid, 24” Stripe	LF	$ 3.30	$ 3.27
G-93-131	Temporary Solid 6" Skip Stripe 10' x 30' White (Gross)	GLF	$ 0.20	$ 0.20
G-93-141	Temporary Traffic Stripes and Markings 6" Double Skip 2' x 4', White (Gross)	GLF	$ 0.35	$ 0.35
G-93-221	Temporary Traffic Stripes and Markings, Standard, Yellow, Solid, 6” Stripe	LF	$ 0.35	$ 0.35
G-94-1-121	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 6” Stripe	LF	$ 1.40	$ 1.39
G-94-1-123	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 12” Stripe	LF	$ 3.85	$ 3.81
G-94-1-125	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24” Stripe	LF	$ 6.05	$ 5.99
G-94-1-131	ThermoPlastic Traffic Stripes and Markings 6" Skip Stripe 10' x 30', White (Gross)	GLF	$ 0.55	$ 0.54
G-94-1-141	Thermoplastic Traffic Stripes and Markings 6" Double Skip 2' x 4', White (Gross)	GLF	$ 1.10	$ 1.09
G-94-1-221	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Solid, 6” Stripe	LF	$ 1.40	$ 1.39
G-94-4-125	ThermoPlastic Traffic Stripes and Markings, White, Solid, Preformed 24” Stripe	LF	$ 15.40	$ 15.25
G-94-1-231	ThermoPlastic Traffic Stripes and Markings 6" Skip Stripe 6' x 10', Yellow (Gross)	GLF	$ 0.55	$ 0.54
G-95-16	Thermoplastic Pavement Message (Bike Lane Symbol)	EA	$ 577.50	$ 571.73
G-95-17	Thermoplastic Pavement Arrow	EA	$ 82.50	$ 81.68
G-96-16	Temporary Pavement Message (Bike Lane Symbol)	EA	$ 82.50	$ 81.68
G-96-17	Temporary Pavement Arrow	EA	$ 38.50	$ 38.12
G-105	Remove Stripe/Pavement/Message (Grind)	SF	$ 3.60	$ 3.56

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

The Contract Plans for Southwest 44th/46th Avenue 4-Lane Expansion – Phase 3 are available for inspection and copying at:
1805 NE 30th Avenue, Bldg. 700, Ocala, Florida 34470.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

1. The Contractor will handle the adjustment of existing manholes and valves to grade.

2. The City is keeping the millings.

3. Gravity wall shall be per FDOT Index 400-011-Scheme 1.

4. Traffic will be able to drive on the milled areas.

5. A sidewalk survey is not required.

6. For D curb detail, refer to FDOT Index 520-001 "D" curb – For "D" curb behind sidewalk, refer to FDOT Index 522-00.

7. For the gravity height of wall details, refer to FDOT Index 400-011-Scheme 1. The height of the walls is estimated at 2 feet.

8. For the details on the D curb behind the sidewalk, refer to FDOT Index 522-002.

9. The compacted roadway subbase is for the new lanes, not the new sidewalk. All work to construct the sidewalk will be covered under item G-58-4 OR G-58-6.

10. For the millings, the City has multiple locations that may be utilized but the Furthest location from site is the City Complex, 1805 NE 30th Avenue, Ocala, FL.

11. The sod type is Bahia.

12. Any material generated on site will be utilized first, then imported material if needed.

13. Detectable warning pay item is for existing ramps without detectable warning mats.

Certificate Of Completion

Envelope Id: B1C021DB-B889-48D7-8D55-2437AB7BE300
Status: Completed
Subject: Construction Services Agreement for the SW 44th/46th Ave Four-Lane Ext (CIP/250467)
Source Envelope:
Document Pages: 31
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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

Record Tracking

Status: Original
7/10/2025 3:25:37 PM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
JAY BLANKENFELD jay@cicfl.com Vice President Security Level: Email, Account Authentication (None)	DocuSigned by: JAY BLANKENFELD 82026AF927B041A... Signature Adoption: Pre-selected Style Using IP Address: 97.68.64.218	Sent: 7/10/2025 3:29:55 PM Viewed: 7/10/2025 3:33:30 PM Signed: 7/10/2025 3:51:12 PM
Electronic Record and Signature Disclosure: Accepted: 7/10/2025 3:33:30 PM ID: d026484f-e676-43b7-829c-d0a233749df9		
William E. Sexton wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/10/2025 3:51:13 PM Viewed: 7/11/2025 9:41:35 AM Signed: 7/11/2025 9:54:47 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		

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	7/10/2025 3:29:55 PM
Certified Delivered	Security Checked	7/11/2025 9:41:35 AM
Signing Complete	Security Checked	7/11/2025 9:54:47 AM
Completed	Security Checked	7/11/2025 9:54:47 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

BID TABULATION & NOTICE OF INTENT TO AWARD

Bid Name: **Southwest 44th/46th Avenue 4-Lane Extension**

ProRFx ID: ITB0312250000037
Solicitation: ITB# CIP/250467
ProRFX Type: ITB: Services

Bids: 4

Senior Buyer: Eileen Marquez
Buyer Email: emarquez@ocalafl.org
Buyer Phone: 352-629-8362

Notifications Sent: 20,155

5/27/2025 Notice of Intent to Award to **Commercial Industrial Corp, pending City Council approval.**

Bidder Name	Office Location	Total Bid Amount
***Commercial Industrial Corp**	**Ocala, FL**	**$3,433,677.44**
Superior Asphalt, Inc.	**Brooksville, FL**	**$3,468,001.00**
CW Roberts Contracting, Inc.	**Wildwood, FL**	**$3,705,999.86**
Art Walker Construction, Inc.	**Lowell, FL**	**$3,729,239.00**

LOCAL VENDOR PREFERENCE: Rates valued at 1% lower than the rates submitted by the lowest responsible non-local bidder.

				Bidder:	Superior Asphalt, Inc.		*Commercial Industrial Corp		CW Roberts Contracting, Inc.		Art Walker Construction, Inc.	
				Location:	Brooksville, FL		Ocala, FL		Wildwood, FL		Lowell, FL	
SUMMARY OF GENERAL ROADWAY												
ITEM	**DESCRIPTION**	**UNITS**	**EST QTY**		**UNIT COST**	**EXTENDED COST**	**UNIT COST**	**EXTENDED COST**	**UNIT COST**	**EXTENDED COST**	**UNIT COST**	**EXTENDED COST**
G-01	Mobilization	LS	1		$ 174,108.27	$ 174,108.27	$172,367.19	$172,367.19	$ 370,000.00	$ 370,000.00	$ 390,728.83	$ 390,728.83
G-02	Maintenance and Guarantee Bond	LS	1		$ 2,850.00	$ 2,850.00	$2,821.50	$2,821.50	$ 2,300.00	$ 2,300.00	$ 53,042.50	$ 53,042.50
G-03	Project Construction Signs	EA	2		$ 1,710.00	$ 3,420.00	$1,692.90	$3,385.80	$ 550.00	$ 1,100.00	$ 2,875.00	$ 5,750.00
G-05	Maintenance of Traffic	LS	1		$ 323,860.78	$ 323,860.78	$320,622.17	$320,622.17	$ 255,038.61	$ 255,038.61	$ 172,363.61	$ 172,363.61
G-06	Silt Fence and Sediment Control (back of sidewalk)	LF	2,520		$ 1.20	$ 3,024.00	$1.19	$2,998.80	$ 2.30	$ 5,796.00	$ 3.48	$ 8,769.60
FDOT 104-18	Silt Fence and Sediment Control (Inlet Protection)	EA	38		$ 137.50	$ 5,225.00	$136.13	$5,172.94	$ 130.00	$ 4,940.00	$ 357.08	$ 13,569.04
G-09-01	Clearing and Grubbing - Light (at sod median)	SY	21,177		$ 1.10	$ 23,294.70	$1.09	$23,082.93	$ 2.45	$ 51,883.65	$ 3.94	$ 83,437.38
~~G-09-02~~	~~Clearing and Grubbing - Heavy~~	~~SY~~	~~2,447~~		~~$ -~~	$ -	~~$ -~~	-		$ -	~~$ -~~	$ -
G-11	Excavation, General	CY	8,410		$ 15.40	$ 129,514.00	$15.25	$128,252.50	$ 16.20	$ 136,242.00	$ 15.21	$ 127,916.10
G-12	Imported Backfill Material	CY	7,060		$ 15.95	$ 112,607.00	$15.79	$111,477.40	$ 24.75	$ 174,735.00	$ 1.15	$ 8,119.00
G-15	Finish Grading	SY	14,275		$ 1.10	$ 15,702.50	$1.09	$15,559.75	$ 1.50	$ 21,412.50	$ 3.45	$ 49,248.75
G-17	Remove and Replace Unsuitable Material	CY	2,103		$ 25.95	$ 54,572.85	$25.69	$54,026.07	$ 28.00	$ 58,884.00	$ 28.75	$ 60,461.25
G-18	Stablized Subgrade	SY	143		$ 12.10	$ 1,730.30	$11.98	$1,713.14	$ 15.00	$ 2,145.00	$ 17.12	$ 2,448.16
G-19	Limerock - 10" Base (new pvmt)	SY	14,275		$ 13.10	$ 187,002.50	$12.97	$185,146.75	$ 19.50	$ 278,362.50	$ 17.58	$ 250,954.50
G-21	Removal of Existing Concrete Sidewalks and Driveways	SY	1,155		$ 16.90	$ 19,519.50	$16.73	$19,323.15	$ 41.00	$ 47,355.00	$ 49.78	$ 57,495.90
G-22	Removal of Existing Concrete Curb and Gutter	LF	242		$ 5.05	$ 1,222.10	$5.00	$1,210.00	$ 32.30	$ 7,816.60	$ 44.19	$ 10,693.98
G-25	Removal of Existing Asphalt Pavement (Driveways)	SY	1,325		$ 6.10	$ 8,082.50	$6.04	$8,003.00	$ 15.00	$ 19,875.00	$ 30.30	$ 40,147.50
G-27	Asphalt Milling Pavement at 2" Depth	SY	28,848		$ 3.50	$ 100,968.00	$3.47	$100,102.56	$ 3.25	$ 93,756.00	$ 3.39	$ 97,794.72
G-28	Compacted Roadway Subbase	SY	14,275		$ 7.45	$ 106,348.75	$7.38	$105,349.50	$ 3.60	$ 51,390.00	$ 1.02	$ 14,560.50
G-32-12.1	SP-12.5 Asphalt Superpave (2" structural course) 14,275 SY	TN	1,570		$ 175.00	$ 274,750.00	$173.25	$272,002.50	$ 151.50	$ 237,855.00	$ 146.76	$ 230,413.20
G-32-12.2	FC-9.5 Asphalt (2" friction course) 14,275 SY + 28,848 SY	TN	4,513		$ 177.00	$ 798,801.00	$175.23	$790,812.99	$ 171.00	$ 771,723.00	$ 167.30	$ 755,024.90
G-52	Construction Survey	LS	1		$ 51,920.00	$ 51,920.00	$51,400.80	$51,400.80	$ 91,331.09	$ 91,331.09	$ 41,239.00	$ 41,239.00
G-53	As Built Survey	LS	1		$ 27,500.00	$ 27,500.00	$27,225.00	$27,225.00	$ 14,250.00	$ 14,250.00	$ 19,199.25	$ 19,199.25
G-56-E	Concrete Curb and Gutter, Type E	LF	8,316		$ 30.55	$ 254,053.80	$30.24	$251,475.84	$ 26.75	$ 222,453.00	$ 23.29	$ 193,679.64
G-56-f	Concrete Curb and Gutter, Type F	LF	440		$ 28.60	$ 12,584.00	$28.31	$12,456.40	$ 35.00	$ 15,400.00	$ 48.59	$ 21,379.60
G-61-C	Concrete Curb Ramp with Detectable Warning Surface (CR-C)	EA	20		$ 2,035.00	$ 40,700.00	$2,014.65	$40,293.00	$ 900.00	$ 18,000.00	$ 2,070.00	$ 41,400.00
G-61-G	Concrete Curb Ramp with Detectable Warning Surface (CR-G)	EA	18		$ 2,035.00	$ 36,630.00	$2,014.65	$36,263.70	$ 1,500.00	$ 27,000.00	$ 2,070.00	$ 37,260.00
G-62	Detectable Warning	SF	52		$ 29.15	$ 1,515.80	$28.86	$1,500.72	$ 34.00	$ 1,768.00	$ 54.05	$ 2,810.60
G-58-4	Concrete (Sidewalk, 4" Thick, Fiber Reinforced)	SY	6,450		$ 58.85	$ 379,582.50	$58.26	$375,777.00	$ 56.00	$ 361,200.00	$ 61.24	$ 394,998.00
G-58-6	Concrete (Sidewalk and Driveways, 6" Thick)	SY	319		$ 82.50	$ 26,317.50	$81.68	$26,055.92	$ 99.00	$ 31,581.00	$ 103.50	$ 33,016.50
G-80	Sod, Bahia (Medians / B.O.S.)	SY	9,334		$ 4.15	$ 38,736.10	$4.11	$38,362.74	$ 3.75	$ 35,002.50	$ 8.63	$ 80,552.42
G-100	Concrete Traffic Separator - Type IV, 8' Wide	LF	355		$ 93.50	$ 33,192.50	$92.57	$32,862.35	$ 100.00	$ 35,500.00	$ 126.50	$ 44,907.50
FDOT 400-011	Gravity Wall (retaining behind sidewalk)	CY	61		$ 1,072.50	$ 65,422.50	$1,061.78	$64,768.58	$ 1,324.00	$ 80,764.00	$ 2,185.00	$ 133,285.00
FDOT 520-2-4	Concrete Curb, Type D (retaining behind sidewalk)	LF	595		$ 23.10	$ 13,744.50	$22.87	$13,607.65	$ 51.00	$ 30,345.00	$ 51.75	$ 30,791.25
	GENERAL ROADWAY CONSTRUCTION SUB-TOTAL:					$ 3,328,502.95		$ 3,295,480.34		$ 3,557,204.45		$ 3,507,458.18
SUMMARY OF STORM WATER												
ITEM	**DESCRIPTION**	**UOM**	**EST QTY**		**UNIT COST**	**EXTENDED COST**	**UNIT COST**	**EXTENDED COST**	**UNIT COST**	**EXTENDED COST**	**UNIT COST**	**EXTENDED COST**
G-45-02	Replace MH Cover w Type 5 Curb Inlet (STA 113+62)	EA	1		$ 6,347.00	$ 6,347.00	$ 6,283.53	$ 6,283.53	$ 7,447.00	$ 7,447.00	$ 7,233.65	$ 7,233.65
G-45-02	Replace Ditch Inlet w Type 6 Curb Inlet (STA 114+83)	EA	1		$ 6,347.00	$ 6,347.00	$ 6,283.53	$ 6,283.53	$ 8,000.00	$ 8,000.00	$ 7,233.65	$ 7,233.65
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 118+93)	EA	1		$ 6,347.00	$ 6,347.00	$ 6,283.53	$ 6,283.53	$ 7,447.00	$ 7,447.00	$ 7,233.65	$ 7,233.65
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 123+52)	EA	1		$ 6,347.00	$ 6,347.00	$ 6,283.53	$ 6,283.53	$ 7,447.00	$ 7,447.00	$ 7,233.65	$ 7,233.65
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 135+16)	EA	1		$ 6,347.00	$ 6,347.00	$ 6,283.53	$ 6,283.53	$ 7,447.00	$ 7,447.00	$ 7,233.65	$ 7,233.65
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 139+20)	EA	1		$ 6,347.00	$ 6,347.00	$ 6,283.53	$ 6,283.53	$ 7,447.00	$ 7,447.00	$ 7,233.65	$ 7,233.65
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 140+55)	EA	1		$ 6,347.00	$ 6,347.00	$ 6,283.53	$ 6,283.53	$ 7,447.00	$ 7,447.00	$ 7,233.65	$ 7,233.65
	STORM WATER MITIGATION SUB-TOTAL:					$ 44,429.00		$ 43,984.71		$ 52,682.00		$ 50,635.55
SUMMARY OF SANITARY SEWER												
ITEM	**DESCRIPTION**	**UOM**	**EST QTY**		**UNIT COST**	**EXTENDED COST**	**UNIT COST**	**EXTENDED COST**	**UNIT COST**	**EXTENDED COST**	**UNIT COST**	**EXTENDED COST**
S-05	Raise Exisiting Manhole Cover to Grade	EA	10		$ 825.00	$ 8,250.00	$ 816.75	$ 8,167.50	$ 625.00	$ 6,250.00	$ 3,920.93	$ 39,209.30
	SANITARY SEWER NETWORK SUB-TOTAL:					$ 8,250.00		$ 8,167.50		$ 6,250.00		$ 39,209.30
SUMMARY OF TRAFFIC CONTROL												
ITEM	**DESCRIPTION**	**UOM**	**EST QTY**		**UNIT COST**	**EXTENDED COST**	**UNIT COST**	**EXTENDED COST**	**UNIT COST**	**EXTENDED COST**	**UNIT COST**	**EXTENDED COST**
G-34-01	Object Marker, Type 1 (bike lane)	EA	10		$ 495.00	$ 4,950.00	$ 490.05	$ 4,900.50	$ 511.00	$ 5,110.00	$ 575.00	$ 5,750.00
G-89-11	Single Post Sign, F&I, Less than 12 ft	AS	34		$ 467.50	$ 15,895.00	$ 462.83	$ 15,736.22	$ 482.00	$ 16,388.00	$ 575.00	$ 19,550.00
G-90-02	Single Post Sign, Remove	AS	7		$ 55.00	$ 385.00	$ 54.45	$ 381.15	$ 56.00	$ 392.00	$ 57.50	$ 402.50
G-91	Raised Retro-Reflective Pavement Marker w Adhesive	EA	786		$ 4.70	$ 3,694.20	$ 4.65	$ 3,654.90	$ 4.80	$ 3,772.80	$ 4.89	$ 3,843.54
G-93-121	Temporary Traffic Stripes and Markings, Standard, White, Solid, 6" Stripe	LF	1,086		$ 0.35	$ 380.10	$ 0.35	$ 380.10	$ 0.34	$ 369.24	$ 0.46	$ 499.56
G-93-123	Temporary Traffic Stripes and Markings, Standard, White, Solid, 12" Stripe	LF	250		$ 1.65	$ 412.50	$ 1.63	$ 407.50	$ 1.70	$ 425.00	$ 2.01	$ 502.50
G-93-125	Temporary Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe	LF	35		$ 3.30	$ 115.50	$ 3.27	$ 114.45	$ 3.40	$ 119.00	$ 5.75	$ 201.25
G-93-131	Temporary Solid 6" Skip Stripe 10' x 30' White (Gross)	GLF	11,349		$ 0.20	$ 2,269.80	$ 0.20	$ 2,269.80	$ 0.17	$ 1,929.33	$ 0.29	$ 3,291.21
G-93-141	Temporary Traffic Stripes and Markings 6" Double Skip 2' x 4', White (Gross)	GLF	70		$ 0.35	$ 24.50	$ 0.35	$ 24.50	$ 0.34	$ 23.80	$ 0.58	$ 40.60
G-93-221	Temporary Traffic Stripes and Markings, Standard, Yellow, Solid, 6" Stripe	LF	11,349		$ 0.35	$ 3,972.15	$ 0.35	$ 3,972.15	$ 0.34	$ 3,858.66	$ 0.46	$ 5,220.54
G-94-1-121	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 6" Stripe	LF	12,867		$ 1.40	$ 18,013.80	$ 1.39	$ 17,885.13	$ 1.40	$ 18,013.80	$ 2.88	$ 37,056.96
G-94-1-123	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 12" Stripe	LF	226		$ 3.85	$ 870.10	$ 3.81	$ 861.06	$ 4.00	$ 904.00	$ 4.60	$ 1,039.60
G-94-1-125	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe	LF	88		$ 6.05	$ 532.40	$ 5.99	$ 527.12	$ 6.25	$ 550.00	$ 12.08	$ 1,063.04
G-94-1-131	ThermoPlastic Traffic Stripes and Markings 6" Skip Stripe 10' x 30', White (Gross)	GLF	12,366		$ 0.55	$ 6,801.30	$ 0.54	$ 6,677.64	$ 0.57	$ 7,048.62	$ 0.86	$ 10,634.76
G-94-1-141	Thermoplastic Traffic Stripes and Markings 6" Double Skip 2' x 4', White (Gross)	GLF	272		$ 1.10	$ 299.20	$ 1.09	$ 296.48	$ 1.14	$ 310.08	$ 3.45	$ 938.40
G-94-1-221	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Solid, 6" Stripe	LF	9,567		$ 1.40	$ 13,393.80	$ 1.39	$ 13,298.13	$ 1.40	$ 13,393.80	$ 1.73	$ 16,550.91
G-94-4-125	ThermoPlastic Traffic Stripes and Markings, White, Solid, Preformed 24" Stripe	LF	260		$ 15.40	$ 4,004.00	$ 15.25	$ 3,965.00	$ 15.95	$ 4,147.00	$ 18.40	$ 4,784.00
G-94-1-231	ThermoPlastic Traffic Stripes and Markings 6" Skip Stripe 6' x 10', Yellow (Gross)	GLF	634		$ 0.55	$ 348.70	$ 0.54	$ 342.36	$ 0.57	$ 361.38	$ 1.15	$ 729.10
G-95-16	Thermoplastic Pavement Message (Bike Lane Symbol)	EA	10		$ 577.50	$ 5,775.00	$ 571.73	$ 5,717.30	$ 596.59	$ 5,965.90	$ 603.75	$ 6,037.50
G-95-17	Thermoplastic Pavement Arrow	EA	17		$ 82.50	$ 1,402.50	$ 81.68	$ 1,388.56	$ 85.00	$ 1,445.00	$ 143.75	$ 2,443.75
G-96-16	Temporary Pavement Message (Bike Lane Symbol)	EA	10		$ 82.50	$ 825.00	$ 81.68	$ 816.80	$ 284.00	$ 2,840.00	$ 603.75	$ 6,037.50
G-96-17	Temporary Pavement Arrow	EA	17		$ 38.50	$ 654.50	$ 38.12	$ 648.04	$ 38.00	$ 646.00	$ 143.75	$ 2,443.75
G-105	Remove Stripe/Pavement/Message (Grind)	SF	500		$ 3.60	$ 1,800.00	$ 3.56	$ 1,780.00	$ 3.70	$ 1,850.00	$ 5.75	$ 2,875.00
	SIGNING & PAVEMENT MARKING SUB-TOTAL:					$ 86,819.05		$ 86,044.89		$ 89,863.41		$ 131,935.97
	TOTAL BID AMOUNT:					$3,468,001.00		$3,433,677.44		$3,705,999.86		$3,729,239.00

	Bidder:	Superior Asphalt, Inc.	*Commercial Industrial Corp	CW Roberts Contracting, Inc.	Art Walker Construction, Inc.
	Location:	Brooksville, FL	Ocala, FL	Wildwood, FL	Lowell, FL
	SUMMARY				
	GENERAL CONSTRUCTION & ROADWAY	$ 3,328,502.95	$ 3,295,480.34	$ 3,557,204.45	$ 3,507,458.18
	STORM WATER MITIGATION	$ 44,429.00	$ 43,984.71	$ 52,682.00	$ 50,635.55
	SANITARY SEWER	$ 8,250.00	$ 8,167.50	$ 6,250.00	$ 39,209.30
	SIGNING & PAVEMENT MARKING	$ 86,819.05	$ 86,044.89	$ 89,863.41	$ 131,935.97

Southwest 60th Avenue
Southwest 60th Avenue
Northwest 60th Avenue
Southwest 38th Street
Country Green
(Future)
Ocala Ridge
Ocala
Fire Station #6
Southwest 48th Avenue
NW/SW 44th Avenue
Extension Project
Saddlewood
Elementry School
Wintergreen
(Future)
Southwest 46th Avenue
Southwest 20th Street
Cheddars &
Wawa
Southwest 43rd Court
West Silver Springs Boulevard
Northwest 44th Avenue
Northwest 44th Ave
Southwest College Road
I 75
Southwest 38th Avenue
I 75
I 75
I 75
College of
Central Florida
Southwest 33rd Avenue
FedEx Ground
Chewy
Amazon
Northwest 35th Avenue Road
Polly palmer
park
I-75 Loop
AutoZone
Distribution Center
Southwest 27th Avenue
Northwest 27th Avenue
Northwest 27th Aven
Trinity
Catholic High
Northwest 10th Street
Northwest 42nd Street
Northwest 35th Street
Northwest 22nd Street
Southwest 7th Avenue
Pine Avenue
Pine Avenue

NW/SW 44th Avenue Extension
Project Overview:

- Completed 4-lane Segment
- Phase IA (Completed)
- Phase IB (In Progress), Construction Started Feb./2024, Est. Completion May/2025
- Phase II (Completed),
- Phase III (Advertised for BID March 2025), Construction Start Summer/Fall 2025
- I-75 Loop

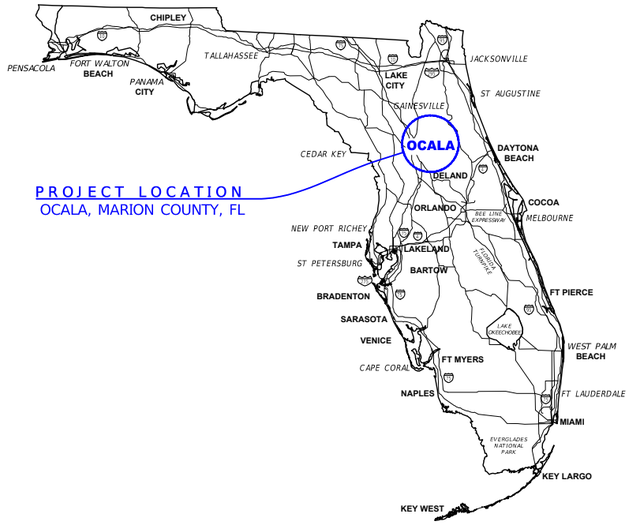
M:\GIS\Department\Eng_Stormwater\Transportation\Traffic_Project\SW_44th_Ave_Extension

CONTRACT PLANS

PROJECT ID: ENGCIP23-0011
CONTRACT No. CIP/250467

SOUTHWEST 44TH / 46TH AVENUE 4-LANE EXPANSION - PHASE 3

NORTH SIDE OF SW 20TH STREET TO STATE ROUTE 40
(PRESENTLY A 2-LANE CORRIDOR)



CITY OF OCALA
GOD BE WITH US
MARION COUNTY, FLORIDA

CITY ENGINEER'S OFFICE
TRANSPORTATION ENGINEERING
1805 NE 30th AVENUE, BLDG 300
OCALA, FLORIDA 34470-4877

BID PLANS

ISSUE DATE: 03/14/2025

UTILITY COMPANIES

UTILITY COMPANY NAME	CONTACT	PHONE No	EMERGENCY
CITY OF OCALA WATER & SEWER	HECTOR A COLON, PE	(352) 401-6944	(352) 351-6782
CITY OF OCALA ELECTRIC UTILITY	STEVE C SHORT	(352) 351-6619	(352) 351-6666
CITY OF OCALA TELECOMMUNICATIONS (FOC)	BILL WEAKLAND	(352) 351-6912	N/A
CITY OF OCALA TRAFFIC	NICK BLIZZARD	(352) 351-6707	N/A
TECO PEOPLES GAS of OCALA	LANDON MEAHL	(352) 622-0112	(407) 408-5566
LUMEN TECHNOLOGIES (formerly CenturyLink)	JOHN PLAMONDON	(352) 425-4444	(352) 425-4444
COX COMMUNICATIONS of MARION	contact pending	(352) 873-5631	(888) 269-9693
AT&T of MARION	DINO FARRUGIO	(561) 997-0240	N/A

GOVERNING AGENCY DOCUMENTS

U.S. DEPARTMENT OF TRANSPORTATION, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2023 EDITION)

FLORIDA DEPARTMENT OF TRANSPORTATION, STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION (FY 2024-25 VERSION)

FLORIDA DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (FY 2024-25 VERSION)

FLORIDA DEPARTMENT OF TRANSPORTATION, MANUAL ON UNIFORM MINIMUM STANDARDS FOR DESIGN CONSTRUCTION, AND MAINTENANCE OF STREET & HIGHWAYS "FLORIDA GREEN BOOK" (2018 EDITION)

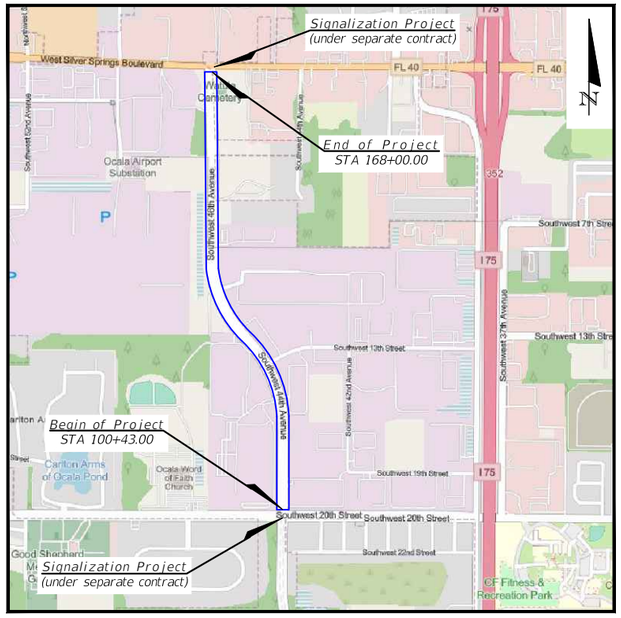
CITY OF OCALA, LAND DEVELOPMENT CODE (CURRENT VERSION: MAY 17, 2024)

CITY OF OCALA, STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STREETS, STORMWATER, TRAFFIC, WATER & SEWER INFRASTRUCTURE (JANUARY 2025)

POSTED SPEED LIMIT

SW 44th/46th AVENUE (BETWEEN SW 20th STREET and SR 40)

MAINTAIN PRESENT SPEED LIMIT at 45 MPH



PROJECT LIMITS KEY MAP

NOT to SCALE

INDEX OF SHEETS

SHEET No	SHEET DESCRIPTION
01	ROADWAY KEY SHEET
02	SIGNATURE SHEET
03	GENERAL NOTES
04	ENVIRONMENTAL NOTES
05	ABBREVIATIONS & LEGENDS
06	SUMMARY OF PAY ITEMS
07	PROJECT OVERVIEW
08	TYPICAL CROSS SECTION(S)
09	TYPICAL DETAILS
10 thru 21	ROADWAY PLAN(S) (12 SHEETS)
22 thru 31	PROFILE VIEW(S) (10 SHEETS)
32 thru 42	SIGNING & PAVEMENT MARKING (11 SHEETS)

V01	TOPOGRAPHIC SURVEY CONTROL POINTS
V02 thru V13	TOPOGRAPHIC SURVEY (SUPPLEMENT AVAILABLE UPON REQUEST)

811 Know what's below. 811 before you dig.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

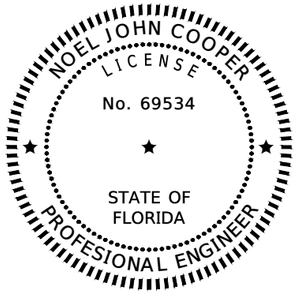
PREPARED BY
OCALA City Engineer's Office

PROJECT No. 14101
PROJECT: SW 44TH / 46TH AVE 4-LANE EXPANSION

ROADWAY KEY SHEET

SHEET No. 01

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



THIS ITEM HAS BEEN DIGITALLY SIGNED & SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED, AND THE SIGNATURE MUST BE VERIFIED ON ELECTRONIC COPIES

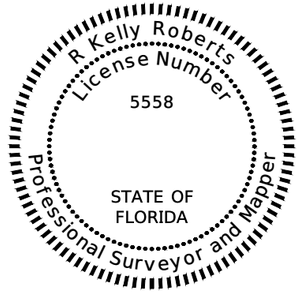
CITY OF OCALA
CITY ENGINEER'S OFFICE
TRANSPORTATION ENGINEERING
1805 NE 30TH AVE., BLDG. 300
OCALA, FLORIDA 34470

NOEL JOHN COOPER, PE No 69534

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET INDEX

01	-	ROADWAY KEY SHEET	07	-	PROJECT OVERVIEW
02	-	SIGNATURE SHEET	08	-	TYPICAL CROSS SECTION(S)
03	-	GENERAL NOTES	09	-	TYPICAL DETAILS
04	-	ENVIRONMENTAL NOTES	10 to 21	-	ROADWAY PLANS (12 SHEETS)
05	-	ABBREVIATIONS & LEGENDS	22 to 31	-	PROFILE VIEWS (12 SHEETS)
06	-	SUMMARY OF PAY ITEMS	32 to 42	-	SIGNING & PAVEMENT MARKING (11 SHEETS)



THIS ITEM HAS BEEN DIGITALLY SIGNED & SEALED BY

ON THE DATE ADJACENT TO THE SEAL

CITY OF OCALA
CITY ENGINEER'S OFFICE
CHIEF LAND SURVEYOR
1805 NE 30TH AVE., BLDG. 700a
OCALA, FLORIDA 34470

R KELLY ROBERTS, PLS No 5558

THE ABOVE NAMED PROFESSIONAL SURVEYOR & MAPPER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 5J-17.060,17.062, F.A.C.

SHEET INDEX

V01 to V13 - TOPOGRAPHIC SURVEY 19-00588 DATED: 08/08/2019 thru 09/29/2019

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT: SW 44TH / 46TH AVE 4-LANE EXPANSION

SIGNATURE SHEET

SHEET No. 02

GENERAL NOTES:

1. THE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION CONFERENCE WITH THE CITY OF OCALA ENGINEER OF RECORD.
2. THE CONTRACTOR SHALL APPLY FOR A CITY OF OCALA RIGHT-OF-WAY PERMIT NO LESS THAN FIVE (5) BUSINESS DAYS PRIOR TO STARTING THE PROPOSED CONSTRUCTION.
3. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. STATIONS AND OFFSETS ARE BASED ON ROADWAY PLANS.
4. THESE PLANS REFLECT CONDITIONS KNOWN AT THE TIME OF PLAN DEVELOPMENT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL PERTINENT UTILITY COMPANIES AT LEAST (7) FULL BUSINESS DAYS PRIOR TO CONSTRUCTION SO THAT THESE COMPANIES CAN FIELD STAKE THE LOCATION OF THEIR FACILITIES PRIOR TO COMMENCEMENT OF WORK.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UTILITY LOCATION COORDINATION EFFORTS AS REQUIRED BY OSHA AND THE FLORIDA STATUTE REGULATING PROTECTION OF EXISTING UTILITIES. THE CONTRACTOR IS FURTHER REMINDED THAT NOT ALL UTILITY PROVIDERS ARE SUBSCRIBERS TO THE SUNSHINE STATE ONE-CALL SYSTEM, AND IT SHALL BE INCUMBENT UPON THE CONTRACTOR TO MAKE EVERY EFFORT TO ENSURE THAT ALL UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION ACTIVITIES
6. IN THE EVENT THAT ACTUAL FIELD CONDITIONS PREVENT THE APPLICATION OF THESE PLANS AND/OR THE SPECIFICATIONS OR PROGRESSION OF THE WORK SPECIFIED IN THE PLANS, PARTICULARLY DUE TO CONFLICTS WITH ANY UTILITY LOCATIONS, ALL CONFLICTS SHALL BE RESOLVED PRIOR TO THE SETTING OF OR PLACING OF ANY SUB-GRADE AND/OR BURIED ITEMS. SHOULD THE CONTRACTOR ENCOUNTER ANY CONFLICTS DURING CONSTRUCTION ACTIVITIES, WORK IN THE AREA SHALL CEASE AND THE CITY TRANSPORTATION ENGINEER OF RECORD, NOEL J COOPER, P.E. (AT 352-351-6708) SHALL BE IMMEDIATELY NOTIFIED AND PROVIDED ALL PERTINENT INFORMATION FOR PREPARATION OF A REMEDIAL DESIGN SOLUTION.
7. THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN FOR THIS PROJECT IN ACCORDANCE WITH THE CURRENT EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD); THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST EDITION; AND ANY REQUIREMENTS OF THE CITY OF OCALA THAT MEET OR EXCEED ANY OF THE AFOREMENTIONED GOVERNING JURISDICTIONS.
8. THE CONTRACTOR SHALL HAVE A STATE OF FLORIDA CERTIFIED MAINTENANCE OF TRAFFIC SUPERVISOR WITH THE RESPONSIBILITY OF MAINTAINING THE POSITIONING AND CONDITION OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES AND BARRIERS THROUGHOUT THE DURATION OF THE PROJECT. THE ENGINEER OF RECORD SHALL BE KEPT ADVISED AS TO THE IDENTIFICATION AND MEANS OF CONTACTING THIS AFOREMENTIONED SUPERVISOR ON A 24-HOUR BASIS.
9. THE REQUIRED TRAFFIC CONTROL DEVICES, WARNING DEVICES, AND BARRIERS ERECTED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION WHICH NO LONGER APPLY TO THE CURRENT CONSTRUCTION CONDITIONS, AND MAY OTHERWISE CREATE HAZARDOUS CONDITIONS DURING THE ONGOING CONSTRUCTION PROCESS, SHALL BE IMMEDIATELY REMOVED OR COVERED BY THE CONTRACTOR.
10. IF ANY EXISTING SIGNS ARE REMOVED OR RELOCATED DURING CONSTRUCTION, THE CONTRACTOR SHALL REINSTALL THEM IMMEDIATELY AT THE PROPER HEIGHT AND DISTANCE.
11. THE CONTRACTOR SHALL NOT REMOVE OR DAMAGE ANY BUILDING FOUNDATIONS, AND SHALL NOTIFY THE ENGINEER OF RECORD OF ANY PROBLEMS OR CONCERNS.
12. THE CONTRACTOR SHALL ADJUST ANY AND ALL EXISTING UTILITIES MANHOLE COVERS, INLETS, AND PULLBOX COVERS TO FINAL GRADE AS NECESSARY WITHIN THE WORK AREA.
13. ANY AND ALL EXISTING UTILITIES, SUCH AS WATER VALVES, MANHOLES, AND METER BOXES, SHALL BE PROTECTED FROM DAMAGE. IF DAMAGE OCCURS DURING CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL REPAIR SAID ITEM(S) AT THEIR OWN EXPENSE.
14. THE CONTRACTOR SHALL INSTALL INLET PROTECTION DEVICES AT ALL INLETS TO MINIMIZE DEBRIS ENTERING THE STORM DRAIN SYSTEM. (AS APPROVED BY FDEP).
15. THE CONTRACTOR SHALL REPAIR OR REPLACE ALL PAVEMENT MARKINGS, RPM'S, TRAFFIC LOOPS OR HOMERUNS THAT ARE DAMAGED DURING THE CONSTRUCTION PROCESS.
16. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN ACCEPTABLE ACCESS TO ALL RESIDENCES AND BUSINESSES ALONG THE PROJECT ROUTE WHENEVER CONSTRUCTION ACTIVITIES INTERFERE WITH THE EXISTING MEANS OF ACCESS. FLAGMEN SHALL BE USED WHEN NO ALTERNATE ACCESS IS POSSIBLE.
17. IN THE EVENT THAT EXISTING MAILBOXES ARE TO BE RELOCATED AND/OR REMOVED, THE CONTRACTOR SHALL NOTIFY THE POSTMASTER OF THE OCALA POST OFFICE NO LESS THAN SEVEN (7) BUSINESS DAYS (EXCLUDING WEEKENDS AND POSTAL HOLIDAYS) PRIOR TO COMMENCEMENT OF THE WORK.
18. SIDEWALKS, INCLUDING PORTIONS OF DRIVEWAYS (EXISTING OR PROPOSED) WITHIN SIDEWALK PATH, SHALL COMPLY WITH ADA ACCESSIBILITY STANDARDS. WHERE EXISTING DRIVEWAYS ARE NOT COMPLIANT, THE CONTRACTOR SHALL ADVISE THE ENGINEER OF RECORD, AND REMOVE AND REPLACE SAID ITEM.
19. WHEN OPERATING OUTSIDE THE CITY OF OCALA RIGHT-OF-WAY, THE CONTRACTOR SHALL GIVE PROPER NOTIFICATION AND OBTAIN WRITTEN PERMISSION TO DO SO FROM THE OWNER OF EACH PARTICULAR PROPERTY.
20. UNLESS OTHERWISE SPECIFIED ON THE PLANS, THE CONTRACTOR SHALL MAINTAIN [AT LEAST] ONE LANE OF TRAFFIC IN EACH DIRECTION FOR THE DURATION OF THE PROJECT. THE CONTRACTOR MAY, UPON APPROVAL FROM THE ENGINEER OF RECORD, RESTRICT TRAFFIC TO ONE-WAY OPERATION FOR SHORT PERIODS OF TIME PROVIDED THAT ADEQUATE MEANS OF TRAFFIC CONTROL ARE IN PLACE AND TRAFFIC IS NOT UNREASONABLY DELAYED.
21. ALL UNSUITABLE MATERIALS ENCOUNTERED SHALL BE DISPOSED OF AND REPLACED WITH APPROVED MATERIALS. NO TEMPORARY OR PERMANENT DEPOSITS SHALL BE MADE OUTSIDE OF THE PROPOSED RIGHT-OF-WAY EXCEPT AS APPROVED BY THE ENGINEER OF RECORD.
22. THE CONTRACTOR SHALL HAVE EXCAVATED MATERIALS LOADED ONTO DUMP TRUCKS DIRECTLY BEHIND THE EQUIPMENT AND HAULED OFF TO THE DESIGNATED SITE WITH CITY OF OCALA APPROVED TRAFFIC CONTROL MEASURES IN PLACE ACCORDINGLY TO ACCOMMODATE THIS PROCESS.
23. THE CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO ORIGINAL CONDITION - UNLESS OTHERWISE INSTRUCTED BY THE ENGINEER OF RECORD IN WRITING.
24. THE CONTRACTOR SHALL BE NOISE SENSITIVE FOR NIGHT OPERATIONS (WHEN APPLICABLE).
25. DURING NON-WORKING HOURS, THE CONTRACTOR SHALL NOT STORE ANY MATERIALS OR PARK ANY EQUIPMENT WITHIN 30 FEET OF THE EDGE OF THE TRAVELED WAY. IF THE ABOVE IS NOT POSSIBLE, THE CONTRACTOR SHALL APPOINT AN APPROVED STORAGE AREA, AND SUCH AREA SHALL BE PROPERLY DELINEATED AND ADVANCE WARNING SHALL BE UTILIZED.
26. THE CONTRACTOR SHALL PROVIDE THE CITY OF OCALA TRAFFIC DIVISION WITH ONE (1) ELECTRONIC COPY OF AN AS-BUILT PLAN FORMATTED IN AUTOCAD, VERSION 2021 OR GREATER AT THE CONCLUSION OF THE PROJECT SCOPE OF WORK.

IMPORTANT NOTE TO CONTRACTOR

THESE PLANS HAVE BEEN PREPARED BASED UPON THE CITY OF OCALA'S 2023 PLANIMETRIC DRAWINGS PREPARED BY AERIAL CARTOGRAPHICS, INC. WITH AERIAL PHOTOGRAPHY DATES OF 12/14/22 AND 2/28/23. HORIZONTAL DATUM IS BASED ON THE CITY OF OCALA G.P.S. DERIVED THREE MILE CONTROL GRID, UTILIZING THE NORTH AMERICAN DATUM 1983, 1990 ADJUSTMENT OF THE STATE PLANE COORDINATES, FLORIDA WEST ZONE (902). VERTICAL DATUM IS BASED ON THE CITY OF OCALA G.P.S. DERIVED THREE MILE CONTROL GRID, UTILIZING THE NORTH AMERICAN VERTICAL DATUM OF 1988

THE CONTRACTOR SHALL FIELD-VERIFY ALL EXISTING UTILITIES IN THE PROJECT AREA AND OTHER UTILITIES WHICH MAY BE AFFECTED BY THE PROPOSED CONSTRUCTION ACTIVITIES THE CITY OF OCALA WILL MAKE AVAILABLE TO THE CONTRACTOR AWARDED THE PROJECT ALL RELEVANT UTILITY INFORMATION IN THE AREA WITHIN ITS POSSESSION

ADA NOTES:

1. THE PROJECT SHALL BE CONSTRUCTED TO MEET CURRENT ADA STANDARDS FOR ACCESSIBLE DESIGN.
2. CURB RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE FDOT STANDARD SPECIFICATIONS PLANS FOR ROAD AND BRIDGE CONSTRUCTION.

FDOT NOTES:

1. THE CONTRACTOR SHALL INSURE THAT ALL CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST FDOT DESIGN STANDARDS, THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION (UAM).
2. THE CONTRACTOR SHALL REVIEW AND COMPLY WITH THE "SPECIAL PROVISIONS" AND OTHER ATTACHMENTS TO THE FDOT PERMIT FOR THIS PROJECT.
3. THE CONTRACTOR SHALL CALL "FLORIDA SUNSHINE ONE-CALL" FOR UTILITY LOCATION SERVICES AT LEAST (2) BUSINESS DAYS PRIOR TO CONSTRUCTION (1-800-432-4770).
4. THE CONTRACTOR SHALL INSURE MAINTENANCE OF TRAFFIC (MOT) PLAN & TRAFFIC CONTROL THROUGHOUT THE WORK ZONE AS PER THE FDOT STANDARD INDEX 102- 600 SERIES.
5. THE CONTRACTOR SHALL CONDUCT A SIDEWALK SURVEY TO DETERMINE THE EXISTING CONDITION OF AFFECTED SIDEWALKS AND SUBMIT SAID SURVEY TO FDOT AND THE CITY OF OCALA's ENGINEER OF RECORD PRIOR TO CONSTRUCTION.
6. AT SUCH LOCATIONS WHERE FDOT SIGNS, REFLECTORS, OR OTHER STRUCTURES WILL INTERFERE WITH PROPOSED CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE LOCAL MAINTENANCE OFFICE OR PROJECT ENGINEER AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. ALL ITEMS THAT REQUIRE RELOCATION OR REPLACEMENT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. IF THE WORK IS WITHIN 500' OF THE TRAFFIC SIGNAL CONTRACTOR SHALL CONTACT THE CITY OF OCALA PUBLIC WORKS DEPARTMENT - TRAFFIC OPERATIONS (352) 351-6733.
7. THE CONTRACTOR SHALL NOTIFY ALL PROPERTY OWNERS AFFECTED BY THE PROPOSED CONSTRUCTION ACTIVITIES IN ADVANCE OF SUCH OPERATIONS IN ACCORDANCE WITH FDOT NOTIFICATION REQUIREMENTS.
8. THE CONTRACTOR SHALL COORDINATE ALL UTILITY CLEARANCES WITH THE OWNER OF SUCH UTILITIES PRIOR TO CONSTRUCTION COMMENCEMENT.
9. THE CONTRACTOR SHALL RESTORE AND RE-SOD ALL DISTURBED AREAS WITH ARGENTINE BAHIA IN ACCORDANCE WITH THE FDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN THAT PORTION OF THE RIGHT-OF-WAY AFFECTED BY THE PERMIT UNTIL VEGETATION IS ESTABLISHED. PERFORM ALL WORK NECESSARY, INCLUDING WATERING AND FERTILIZING, TO SUSTAIN AN ESTABLISHED TURF UNTIL FINAL ACCEPTANCE, AT NO ADDITIONAL EXPENSE TO FDOT OR THE CITY OF OCALA. PROVIDE FILLING, LEVELING, AND REPAIRING OF ANY WASHED OR ERODED AREAS, AS MAY BE NECESSARY.
10. THE CONTRACTOR IS RESPONSIBLE FOR MOWING, AT NO ADDITIONAL EXPENSE TO FDOT OR THE CITY OF OCALA, ANY AREA WITHIN PUBLIC RIGHT-OF-WAYS WHERE THE PERMITTED WORK OR WHERE UTILITY LOCATE FLAGS PLACED FOR PERMITTED WORK CREATES A HINDRANCE FOR OR INTERFERES WITH MAINTENANCE ENTITY'S REGULAR MOWING OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MOWING UNTIL ALL SUCH HINDRANCES ARE REMOVED SO THAT REGULAR MAINTENANCE ENTITY MOWING CAN BE RESUMED. THE CONTRACTOR SHALL MEET THE MOWING REQUIREMENTS ESTABLISHED BY THE DEPARTMENT'S MAINTENANCE RATING PROGRAM (MRP). CONTACT THE LOCAL FDOT MAINTENANCE OFFICE FOR DETAILS (352.732.1338).
11. ALL UTILITY LOCATION FLAGS SHALL BE REMOVED BY THE CONTRACTOR WHEN THEY ARE NO LONGER NEEDED.

SURVEY & MAPPING NOTES:

1. COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATES, WEST ZONE AND WERE DERIVED FROM GPS OBSERVATIONS REFERENCED TO THE FDOT PERMANENT REFERENCE NETWORK.
2. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 AND ARE REFERENCED TO CITY CONTROL POINTS SHOWN ON THIS DRAWING.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, TO ENSURE ALL EXISTING SURVEY MARKERS ARE LOCATED, CLEARLY MARKED AND PROTECTED, BY THE CONTRACTORS SURVEYOR.
4. ANY SURVEY MARKER, INCLUDING, BUT NOT LIMITED TO, PUBLIC LAND SURVEY SECTION CORNER MARKERS, BENCH MARKS, PROPERTY CORNERS, ETC., WHICH ARE DISTURBED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE PRIOR TO FINAL PAYMENT.
5. ADDITIONALLY, SURVEY STAKES PLACED MARKING THE LOCATIONS OF MARKERS, PROPERTY LINES, RIGHT-OF-WAY LINES, OR ANY OTHER POINT, PLACED FOR CONSTRUCTION AND SUBSEQUENTLY DISTURBED OR DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AS NEEDED AT THE RESPONSIBILITY OF THE CONTRACTOR.
6. RESETTING OF MONUMENTS AND MARKERS SHALL BE PERFORMED BY A PROFESSIONAL LAND SURVEYOR, LICENSED TO PRACTICE IN THE STATE OF FLORIDA AND SHOWN AS RE-SET ON AS-BUILT PLANS.
7. UNLESS PRIOR AGREEMENT IS MADE, IT SHALL NOT BE THE RESPONSIBILITY OF THE CITY SURVEYOR TO REPLACE ANY SURVEY MARKERS.

SIGNING & PAVEMENT MARKING NOTES:

1. THE CONTRACTOR SHALL CONTACT THE CITY OF OCALA PUBLIC WORKS DEPARTMENT - TRAFFIC OPERATIONS AT (352)-351-6733 AT LEAST (48) HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES. ALL ITEMS THAT REQUIRE RELOCATION OR REPLACEMENT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. ALL SIGN ASSEMBLIES AND SIGN PANELS TO BE RELOCATED SHALL BE RELOCATED OUT OF THE CONSTRUCTION AREA, THEN RE-INSTALLED AFTER CONSTRUCTION IS COMPLETED. ANY DAMAGED SIGNAGE SHALL BE REPLACED AT CONTRACTOR'S EXPENSE.
3. THE CONTRACTOR SHALL REPAIR OR REPLACE ALL PAVEMENT MARKINGS THAT ARE DAMAGED DURING CONSTRUCTION.
4. THERMOPLASTIC STRIPING, AS DEFINED UNDER FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION #711, IS REQUIRED FOR FINISHED CONSTRUCTION ON CITY OF OCALA RIGHT-OF-WAY. WHERE ROADWAY PAVEMENT IS INSTALLED OR REPLACED, THERMOPLASTIC STRIPING SHALL BE INSTALLED BY THE CONTRACTOR AT LEAST 14 DAYS AFTER FINAL PAVING; OTHERWISE THERMOPLASTIC STRIPING IS TO BE INSTALLED CONCURRENT TO OTHER PROJECT WORK. CONTRACTOR SHALL BE PAID FOR ONLY ONE APPLICATION OF THERMOPLASTIC STRIPING PER ITEM.
5. WHERE CROSSWALK ARE PROPOSED, THE CONTRACTOR SHALL ENSURE THAT ANY EXISTING STOP LINE(S) ARE A MIN. 4' FROM THE PROPOSED CROSSWALK LINES.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT: SW 44TH / 46TH AVE 4-LANE EXPANSION

GENERAL NOTES

SHEET No. 03

ENVIRONMENTAL NOTES:

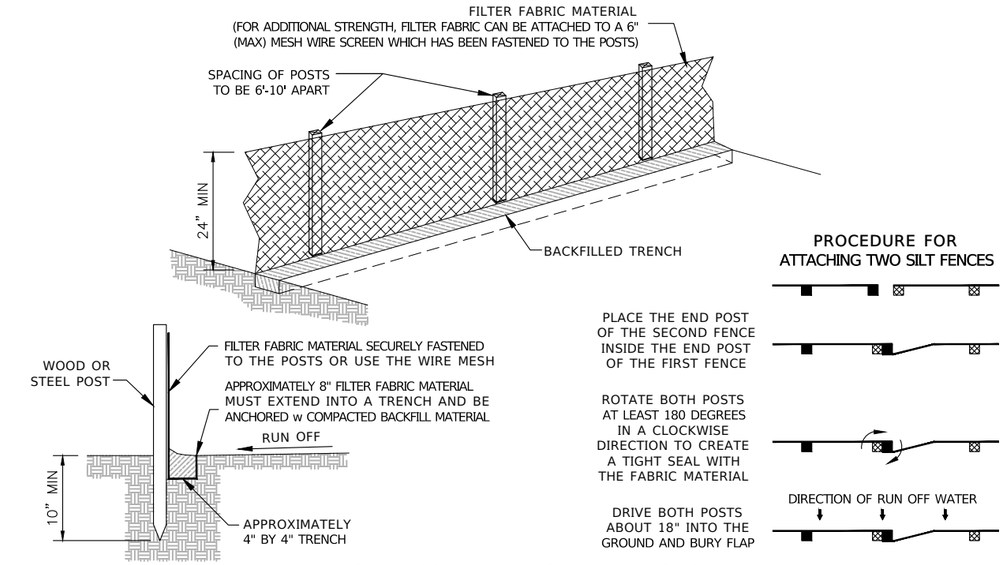
1. THE CONTRACTOR SHALL FORMULARIZE THEMSELVES WITH THE GENERAL NOTES AND FDOT NOTES THAT ARE PROVIDED IN THIS PLAN SET ON A SEPARATE SHEET
2. THE CITY OF OCALA OPERATES UNDER A FDEP NPDES 'GENERAL PERMIT THAT REQUIRES THE CITY AND, IN TURN, ITS CONTRACTORS TO FOLLOW CERTAIN AND SPECIFIC ENVIRONMENTAL PRACTICES AND PROCEDURES TO PREVENT THE POLLUTION OF THE CITY'S GROUNDWATER AND STORMWATER SYSTEM
3. ALL WATER COLLECTED AND PUMPED DURING TRENCH DEWATERING ACTIVITIES SHALL BE DISPOSED OF IN UPLAND AREAS INTO DISCHARGE LOCATIONS THAT SHALL BE A MINIMUM OF 75 FEET FROM THE NEAREST WATER BODY OR WETLAND AREA TO ALLOW FOR MAXIMUM OVERLAND FILTRATION OF SOIL PARTICLES
4. STAKED SILT SCREEN, TURBIDITY BARRIERS OR OTHER PERIMETER CONTROL METHODS APPROVED BY THE FDEP SHALL BE UTILIZED AS SILT BARRIERS AND PLACED IN LOCATIONS SHOWN ON THE PLANS AND AT OTHER LOCATIONS AS REQUIRED TO KEEP SEDIMENT FROM REACHING PRIVATE PROPERTY. THESE BARRIERS SHALL BE INSTALLED BY THE CONTRACTOR BEFORE COMMENCING WITH ANY CONSTRUCTION ACTIVITIES WITHIN OR ADJACENT TO PRIVATE PROPERTY
5. THE CONTRACTOR SHALL MONITOR AND MAINTAIN ALL SILT BARRIERS AND FENCING INCLUDING DAILY INSPECTIONS TO CHECK THEIR INTEGRITY. ANY LOOSE OR DAMAGED SILT BARRIERS AND FENCING SHALL BE IMMEDIATELY REPAIRED OR REPLACED AS NECESSARY. ONCE CONSTRUCTION IS COMPLETED AND FINISHED GRADING AND STABILIZATION HAS BEEN ACHIEVED, SILT BARRIERS AND FENCING SHALL BE COMPLETELY REMOVED BY THE CONTRACTOR TO THE SATISFACTION OF THE ENGINEER OF RECORD, AND BEFORE FINAL ACCEPTANCE
6. THE CONTRACTOR SHALL NOT REMOVE ANY TREES WITHOUT COORDINATING SUCH REMOVAL WITH THE ENGINEER OF RECORD. IF ANY TREES ARE REMOVED IN WETLAND JURISDICTIONAL, OR NATIVE VEGETATION AREAS WITHOUT PROPER AUTHORIZATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING A DETAILED RESTORATION AND/OR MITIGATION PLAN, SUBMITTING THE PLAN TO, AND OBTAINING APPROVAL FROM THE FDEP, THE WATER MANAGEMENT DISTRICT, THE CITY ENGINEER'S OFFICE, THE OWNER AND THE ENGINEER OF RECORD, AS WELL AS COMPLETING ANY MONITORING AND MAINTENANCE REQUIREMENTS IMPOSED AS A RESULT OF THE TREE REMOVAL

HAZARDOUS MATERIALS

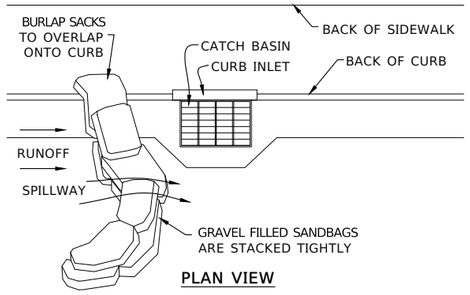
1. THE CONTRACTOR SHALL FOLLOW GOOD HOUSEKEEPING PRACTICES TO MINIMIZE THE RISK OF SPILLS OR UNINTENDED EXPOSURE OF PETROLEUM AND OTHER HAZARDOUS MATERIALS TO STORMWATER RUNOFF OR SEEPAGE INTO THE GROUNDWATER
2. THE CONTRACTOR SHALL HAVE PRE-PREPARED PROCEDURES CLEARLY POSTED FOR SPILL CONTAINMENT AND CLEAN-UP
3. THE CONTRACTOR SHALL STORE AND USE PETROLEUM AND OTHER HAZARDOUS PRODUCTS ACCORDING TO RECOMMENDED PROCEDURES
4. THE CONTRACTOR SHALL DESIGNATE AN AREA FOR DISCHARGE OF SURPLUS CONCRETE, AND CONCRETE TRUCK DRUM WASH WATER. INSTALL A CONTAINMENT BERM AROUND THIS DESIGNATED AREA TO PREVENT RUNOFF BEYOND THE DESIGNATED AREA. ALL SURPLUS CONCRETE SHALL BE REMOVED FROM THE PROJECT SITE PRIOR TO FINAL INSPECTION
5. THE CONTRACTOR SHALL UPON RELEASE, IMMEDIATELY INITIATE RECOMMENDED METHODS FOR SPILL CONTAINMENT AND CLEAN-UP
6. THE THE CONTRACTOR SHALL, WITHIN 24-HOURS OF THE SPILL/RELEASE, NOTIFY THE 'STATE WARNING POINT' (AT 1.800.320.0519 OR 1.850.413.9911) OF ALL RELEASES EQUAL TO OR EXCEEDING THE REPORTABLE QUANTITY
7. THE CONTRACTOR SHALL HANDLE, COLLECT, AND DISPOSE OF HAZARDOUS MATERIALS, SANITARY WASTE, AND CONSTRUCTION WASTE MATERIALS ACCORDING TO THE APPLICABLE STATE LAWS AND REGULATIONS, CITY ORDINANCES, OR AS DIRECTED BY THE CITY

EROSION CONTROL NOTES:

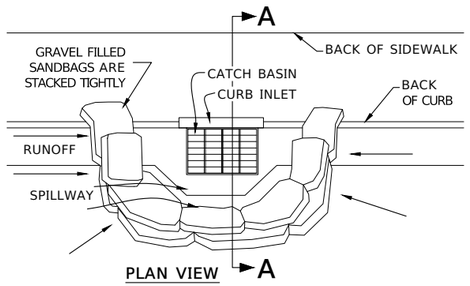
1. THE CONTRACTOR SHALL ADHERE TO ALL STATE AND LOCAL EROSION CONTROL REGULATIONS
2. THE FOLLOWING PRACTICES WILL BE USED BY THE CONTRACTOR TO MAINTAIN EROSION AND SEDIMENT CONTROLS:
   a) ALL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER
   b) IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF REPORT
   c) ALL POLLUTION CONTROLS SHALL BE MAINTAINED AT ALL TIMES
   d) BUILT-UP SEDIMENT WILL BE REMOVED FROM STAKED SILT FENCE WHEN IT HAS REACHED ONE-HALF THE HEIGHT OF THE SILT FENCE
2. THE CONTRACTOR SHALL PREVENT THE DISCHARGE OF SEDIMENT DUE TO CONSTRUCTION OPERATIONS. ALL NEW AND EXISTING DRAIN PIPES AND STRUCTURES SHALL BE FLUSHED CLEAN PRIOR TO FINAL PAYMENT
3. ALL STORM SEWER INLETS SHALL BE PROTECTED BY THE CONTRACTOR SO THAT SEDIMENT LADEN WATER WILL NOT ENTER THE STORM SYSTEM WITHOUT FIRST BEING FILTERED
4. ALL DISTURBED AREAS ARE TO BE SODDED. ALL STABILIZATION PRACTICES SHALL BE PERFORMED AS SOON AS PRACTICAL AT LOCATIONS WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. PERMANENT VEGETATION SHALL NOT BE CONSIDERED ESTABLISHED UNTIL GROUND COVER IS ACHIEVED AND, IN THE OPINION OF THE ENGINEER OF RECORD, PROVIDES ADEQUATE COVER AND IS MATURE ENOUGH TO CONTROL SOIL EROSION SATISFACTORILY, TO SURVIVE ADVERSE WEATHER CONDITIONS
5. THE CONTRACTOR SHALL PLACE STAKED SILT FENCE(S) IN ACCORDANCE WITH CITY OF OCALA SPECIFICATIONS
6. THE CONTRACTOR SHALL PROVIDE LITTER CONTROL AND COLLECTION WITHIN THE PROJECT BOUNDARIES DURING CONSTRUCTION ACTIVITIES. ALL FERTILIZERS, HYDROCARBON, OR OTHER CHEMICAL CONTAINERS SHALL BE DISPOSED OF BY THE CONTRACTOR ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER
7. THE CONTRACTOR SHALL INSURE THAT LOADED HAUL TRUCKS BE COVERED WITH TARPAULIN(S), EXCESS DIRT ON THE ROAD SHALL BE REMOVED DAILY, AND AREAS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE DAMPENED WITH WATER AS REQUIRED FOR DUST CONTROL
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIRS OF EROSION AND SEDIMENT CONTROL DEVICES, AS WELL AS REMOVAL OF EROSION AND SEDIMENT CONTROL DEVICES AFTER THE NOTICE OF TERMINATION. MAINTENANCE, AND REPAIR REQUIRED FOR THE CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION SHALL BE INCLUDED IN THE PROJECT COST
9. TOXIC SUBSTANCES SHALL BE DISPOSED OF BY THE CONTRACTOR IN ACCORDANCE TO THE EPA'S STANDARD PRACTICES
10. POLLUTION CONTROL MEASURES SHALL BE INSPECTED DAILY BY THE CONTRACTOR. WRITTEN DOCUMENTATION OF INSPECTIONS SHALL BE WRITTEN EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF A RAIN EVENT OF 0.5 INCHES OR GREATER
11. THE CONTRACTOR SHALL PROVIDE THE CITY OF OCALA WITH AN EROSION CONTROL PLAN THAT WILL INCLUDE SPILL REPORTING AND RESPONSE. IF CONTAMINATED SOIL OR GROUNDWATER IS ENCOUNTERED, CONTACT THE ENGINEER OF RECORD



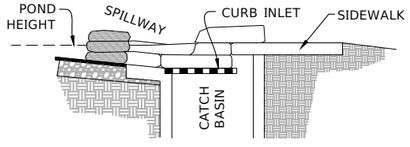
TYPICAL SILT FENCE DETAILS



PLAN VIEW



PLAN VIEW



SECTION A-A

PROCEDURE NOTES

1. PLACE CURB TYPE SEDIMENT BARRIERS ON GENTLY SLOPING STREET SEDIMENTS WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF
2. SANDBAGS, OF EITHER BURLAP OR WOVEN GEOTEXTILE FABRIC, ARE FILLED WITH GRAVEL, LAYERED AND PACKED TIGHTLY
3. LEAVE ONE SANDBAG GAP IN THE TOP ROW TO PROVIDE A SPILLWAY FOR OVERFLOW
4. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY

CURB AND GUTTER SEDIMENT BARRIER

1. PLACE GRAVEL FILLED BURLAP BAGS ON GENTLY SLOPING STREET SEGMENTS ACCORDING TO THE SPACING CHART (SEE PLATE 4.08p)
2. PLACE TWO OR MORE BAGS AT EACH INTERVAL IN A MANNER WHICH PROVIDES MAXIMUM SUPPORT
3. WHEN STACKING SEVERAL BAGS HIGH, LEAVE A ONE BAG GAP TO PROVIDE AN OVERFLOW SPILLWAY
4. SEDIMENTS MUST BE REMOVED AFTER EACH RAIN EVENT

MAINTENANCE

1. THE STRUCTURE SHALL BE INSPECTED AFTER EACH RAIN AND REPAIR MADE AS NEEDED
2. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS TO $\frac{1}{4}$ OF THE DESIGN DEPTH OF THE TRAP. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE
3. STRUCTURES SHALL BE REMOVED AND THE AREA STABILIZED WHEN THE REMAINING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED

CURB INLET SEDIMENT BARRIER

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD
NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY
OCALA City Engineer's Office

PROJECT No. 14101
PROJECT: SW 44TH / 46TH AVE 4-LANE EXPANSION

ENVIROMENTAL NOTES

SHEET No. 04

ABBREVIATIONS & SYMBOLOGY

	COED	CITY OF OCALA ENGINEERING DEPARTMENT
	CB	CATCH BASIN
	CONST	CONSTRUCT / INSTALL
	CLF	CHAIN LINK FENCE
	CNL	CONTROL
	Cr	CURB RAMP
	C.R.	COUNTY ROAD
	DRA	DRY RETENTION AREA
	EXIST	EXISTING
	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
or	FH	FIRE HYDRANT
	GA	GUY ANCHOR
	GV	NATURAL GAS VALVE
	LP	LAMP POLE
	Lt	LEFT
	MB	MAILBOX OR NEWSPAPER BOX
	MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
ELEC		METER ELECTRIC
GAS		METER GAS
WTR		METER WATER
	MES	MITERED END SECTION
	NO.	NUMBER
	PED	PEDESTRIAN / PEDESTAL
or	PP	POWER POLE
	PROP	PROPOSED
	QTY	QUANTITY
	Rt	RIGHT
	ROW	RIGHT-OF-WAY
	CO	SANITARY CLEANOUT
	SAN	SANITARY MANHOLE
		SIGN
	SOL	SOLID
	SPI	STANDARD PLANS INDEX (NUMBER)
	STM MH	STORM MANHOLE
	St	STREET
	STS	PROPOSED DRAINAGE (STORMWATER) STRUCTURE
	TEL	TELEPHONE MANHOLE
or □		TELEPHONE PEDESTAL / RISER
	TYP	TYPICAL
	WD	WOOD
	WV	WATER VALVE
	WRA	WET RETENTION AREA
	X-WALK	CROSS WALK
		PALM TREE
		OAK TREE
		OTHER TREE (NOT ALL INCLUSIVE)
EDS-(00)		STORM STRUCTURE IDENTITY

TYPICAL LINETYPE LEGEND

TOPOGRAPHICAL

- TOPOGRAPHIC PROPERTY BOUNDARY/LIMITS
- TOPOGRAPHIC RIGHT-OF-WAY LINE
- TOPOGRAPHIC CENTERLINE OF RIGHT-OF-WAY
- TOPOGRAPHIC PARCEL LINE
- TOPOGRAPHIC SECTION LINE
- TOPO SURFACE CONTOUR: 5' INTERVAL
- TOPO SURFACE CONTOUR: 1' INTERVAL
- TOPO TOP OF BANK / TOE OF SLOPE
- TOPO PAVEMENT: CENTERLINE / CROWN
- TOPO P'MENT: GRADE BREAK
- TOPO P'MENT: INVERTED CROWN / FLOWLINE
- TOPOGRAPHIC FLOOD ZONE (F) LIMITS

THE ABOVE LINE-TYPES HAVE BEEN EXTRACTED FROM
OCALA CITY ENGINEER'S OFFICE - SURVEY DIVISION

EXISTING CONDITIONS

- EDGE OF EXISTING CURB
- EDGE OF EXISTING SIDEWALK
- EDGE OF EXISTING PAVEMENT
- EDGE OF EXISTING DRIVEWAY (ALL TYPES)
- EXISTING FENCE (TYPE LABELED)
- EXISTING OVERHEAD POWER (OE)
- EXISTING POTABLE WATER (W)
- EXISTING DRAINAGE (w FLOW DIRECTION)
- EXISTING GRAVITY SANITARY SEWER (SS)
- EXISTING FORCE MAIN SANITARY SEWER (FM)
- EXISTING STORM WATER SEWER (STS)
- EXISTING NATURAL GAS (G)
- EXISTING BURIED ELECTRIC POWER (BE)
- EXISTING FIBER OPTIC COMMUNICATION (BFO)
- EXISTING STRIPING TO BE RETAINED

PROPOSED

- EDGE OF PROPOSED CURB
- EDGE OF PROPOSED SIDEWALK
- EDGE OF PROPOSED PAVEMENT
- EDGE OF PROPOSED DRIVEWAY (ALL TYPES)
- PROPOSED FENCE (TYPE LABELED)
- EROSION CONTROL - SILT FENCE
- PROPOSED POTABLE WATER (W)
- PROPOSED DRAINAGE (w FLOW DIRECTION)
- PROPOSED GRAVITY SANITARY SEWER (SS)
- PROPOSED FORCE MAIN SANITARY SEWER (FM)
- PROPOSED STORM WATER SEWER (STS)
- PROPOSED NATURAL GAS (G)
- PROPOSED BURIED ELECTRIC POWER (BE)
- PROPOSED FIBER OPTIC COMMUNICATION (BFOC)
- PROPOSED STRIPING
- PROPOSED NOISE WALL

SURVEY / TOPO ABBREVIATIONS

	BOS	BACK OF SIDEWALK
	CIRC	CIRCULAR IRON ROD CONTROL
	CM	CONCRETE MONUMENT
	CP	CONTROL POINT
	CMP	CORRUGATED METAL PIPE
		DESCRIPTIVE POINT
	ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
	ES	EXISTING DRAINAGE STRUCTURE
	MTL	METAL
	PC	POINT OF CURVATURE
	PCC	POINT OF COMPOUND CURVE
	PGL	PROFILE GRADE LINE
	PRC	POINT OF REVERSE CURVE
	PT	POINT OF TANGENCY
	TBM	TEMPORARY BENCH MARK
	TOB	TOP OF BANK
	TOE	TOE OF SLOPE
	TRAV PT	TRAVERSE POINT

FOR A COMPLETE LISTING OF TYPICAL ABBREVIATIONS,
REFER TO FDOT STANDARD PLANS LOCATED AT
www.fdot.gov/design/standardplans/current/

TYPICAL HATCH PATTERN LEGEND

TYPICAL MATERIAL TYPE HATCH PATTERNS WITHIN THE ROADWAY PLAN SHEETS ARE DEFINED AS FOLLOWS:

- MILL AND RESURFACE EXISTING ASPHALT PAVEMENT PER FDOT DESIGN SPECIFICATIONS
- PROPOSED 4" CONCRETE (MIN. 3,000 PSI) (BID ALTERNATE)
- PROPOSED ASPHALT PAVEMENT AND LIMEROCK BASE PER TYPICAL FDOT DESIGN SPECIFICATIONS
- HOT MIX RECLAIM EXISTING ASPHALT AND LIMEROCK. ADD ASPHALT PAVEMENT FDOT DESIGN SPECIFICATIONS
- PROPOSED 6" CONCRETE WITH FIBER MESH REINFORCEMENT (MIN 3,000 PSI)
- PROPOSED TYPE IV, OPTION 1, CONCRETE SEPARATOR
- HOT MIX RECLAIM EXISTING LIMEROCK BASE. ADD ASPHALT AND LIMEROCK AS NEEDED PER FDOT DESIGN SPECIFICATIONS
- PROPOSED 6" THICK FIBER RE-ENFORCED CONCRETE DRIVEWAY (MIN. 3,000 PSI)
- PROPOSED ASPHALT MEDIAN OPENING/ROADWAY STUB. REGULAR 10" BASE, OMIT 1" FRICTION COURSE
- DETECTABLE WARNING SURFACE (RED BRICK COLOR WHERE APPLICABLE)
- PROPOSED COMMERCIAL ASPHALT DRIVEWAY
- TYPICAL GRASS MEDIAN w ARGENTINE BAHIA

REFER TO CITY OF OCALA
'STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STREETS, STORMWATER, TRAFFIC, WATER AND SEWER INFRASTRUCTURE'
PUBLISHED BY THE OFFICE OF CITY ENGINEER - January 11, 2024

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101
PROJECT: SW 44TH / 46TH AVE 4-LANE EXPANSION

ABBREVIATIONS & LEGENDS

SHEET No. 05

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF GENERAL ROADWAY

ITEM No	DESCRIPTION	UNITS	QTY
G-01	Mobilization	LS	1
G-02	Maintenance and Guarantee Bond	LS	1
G-03	Project Construction Signs	EA	2
G-05	Maintenance of Traffic	LS	1
G-06	Silt Fence and Sediment Control (back of sidewalk)	LF	1,975
FDOT 104-18	Silt Fence and Sediment Control (Inlet Protection)	EA	38
G-09-01	Clearing and Grubbing - Light *(at 7' rim of 40' wide sod median)*	SY	14,218
G-11	Excavation, General *(3' w x 12" dp type-E curb/gutter trench)*	CY	925
G-15	Finish Grading *(for new pavement at reduced width medians)*	SY	14,275
G-17	Remove and Replace Unsuitable Material	CY	231
G-18	Stablized Subgrade *(Curb & Gutter prep)*	SY	14,218
G-19	Limerock - 10" Base *(for new pavement)*	SY	14,275
G-21	Removal of Existing Concrete Sidewalks and Driveways	SY	1,155
G-24	Removal of Existing Asphalt Pavement (Driveways)	SY	1,325
G-27	Asphalt Milling Pavement at 2" Depth	SY	28,848
G-28	Compacted Roadway Subbase	SY	14,275
G-32-12.1	SP-12.5 Asphalt Superpave *(2" structural course) 14,275 SY*	TN	1,570
G-32-12.2	FC-9.5 Asphalt Superpave *(2" friction course) 14,275 SY + 28,848 SY*	TN	4,513
G-52	Construction Survey	LS	1
G-53	As Bulit Survey	LS	1
G-56-E	Concrete Curb and Gutter, Type E	LF	8,316
G-56-F	Concrete Curb and Gutter, Type F	LF	72
G-60-C	Concrete Curb Ramp with Detectable Warning Surface (CR-C)	EA	20
G-60-G	Concrete Curb Ramp with Detectable Warning Surface (CR-G)	EA	18
G-67-4	Concrete (Sidewalk, 4" Thick, Fiber Reinforced)	SY	19,290
G-67-6	Concrete (Sidewalk and Driveways, 6" Thick) + Swales	SY	4,350
G-80	Sod, Bahia (12" stripe along back of median curb)	SY	1,856
G-100	Concrete Traffic Separator - Type IV, 6' Wide	LF	355
FDOT 400-011	Gravity Wall, Scheme 1 (retaining behind sidewalk)	CY	61
FDOT 520-2-4	Concrete Curb, Type D (retaining behind sidewalk)	LF	595

SUMMARY OF TRAFFIC CONTROL

ITEM No	DESCRIPTION	UNITS	QTY
G-34-01	Object Marker, Type 1 *(bike lane)*	EA	14
G-89-11	Single Post Sign, F&I, Less than 12 ft	AS	34
G-90-02	Single Post Sign, Remove	AS	7
G-91	Raised Retro-Reflective Pavement Marker w Adhesive	EA	775
G-93-121	Temporary Traffic Stripes and Markings, Standard, White, Solid, 6" Stripe	LF	1,086
G-93-123	Temporary Traffic Stripes and Markings, Standard, White, Solid, 12" Stripe	LF	250
G-93-125	Temporary Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe	LF	35
G-93-131	Temporary Solid 6" Skip Stripe 10' x 30' White (Gross)	GLF	11,349
G-93-141	Temporary Traffic Stripes and Markings 6" Double Skip 2' x 4', White (Gross)	GLF	70
G-93-221	Temporary Traffic Stripes and Markings, Standard, Yellow, Solid, 6" Stripe	LF	11,349
G-94-1-121	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 6" Stripe	LF	24,796
G-94-1-123	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 12" Stripe	LF	226
G-94-1-125	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe	LF	88
G-94-1-131	ThermoPlastic Traffic Stripes and Markings 6" Skip Stripe 10' x 30', White (Gross)	GLF	12,366
G-94-1-141	Thermoplastic Traffic Stripes and Markings 6" Double Skip 2' x 4', White (Gross)	GLF	272
G-94-1-221	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Solid, 6" Stripe	LF	9,567
G-94-4-125	ThermoPlastic Traffic Stripes and Markings, White, Solid, Preformed 24" Stripe	LF	260
G-94-1-231	ThermoPlastic Traffic Stripes and Markings 6" Skip Stripe 6' x 10', Yellow (Gross)	GLF	634
G-95-17	Thermoplastic Pavement Arrow	EA	7
G-96-17	Temporary Pavement Arrow	EA	6
G-105	Remove Stripe/Pavement/Message (Grind)	SF	500

SUMMARY OF STORM WATER

ITEM No	DESCRIPTION	UNITS	QTY
G-45-02	CONVERT - (S-20) MH Cover w Type 5 Curb Inlet (STA 113+62)	EA	1
G-45-02	CONVERT - (S-22) Ditch Inlet w Type 6 Curb Inlet (STA 114+83)	EA	1
G-45-02	CONVERT - (S-25) Ditch Inlet w Type 5 Curb Inlet (STA 118+93)	EA	1
G-45-02	CONVERT - (S-32) Ditch Inlet w Type 5 Curb Inlet (STA 123+52)	EA	1
G-45-02	CONVERT - (S-40) Ditch Inlet w Type 5 Curb Inlet (STA 135+16)	EA	1
G-45-02	CONVERT - (S-48) Ditch Inlet w Type 5 Curb Inlet (STA 139+20)	EA	1
G-45-02	CONVERT - (S-49) Ditch Inlet w Type 5 Curb Inlet (STA 140+55)	EA	1
n / a	*no impact to Existing Pipe Network observed*	LF	0

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / /
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

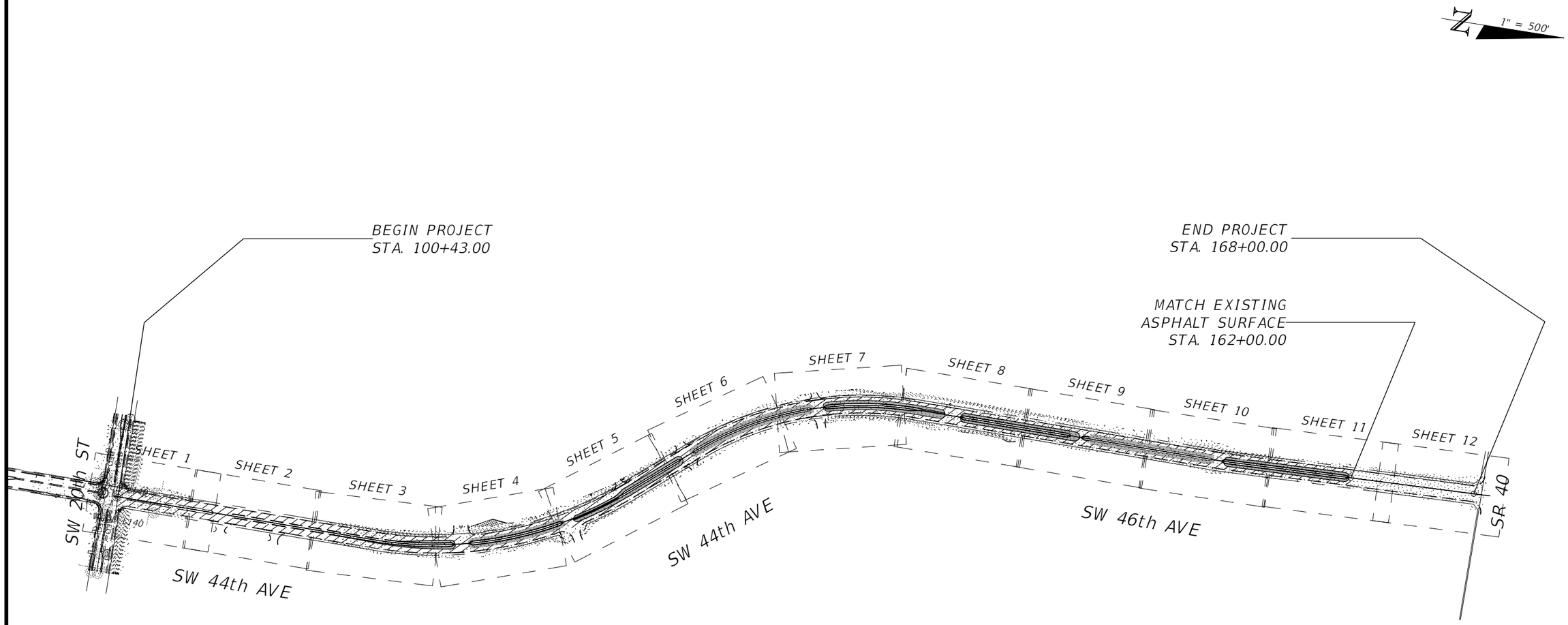
OCALA City Engineer's Office

PROJECT No. 14101

PROJECT: SW 44TH / 46TH AVE 4-LANE EXPANSION

SUMMARY OF PAY ITEMS

SHEET No. 06



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

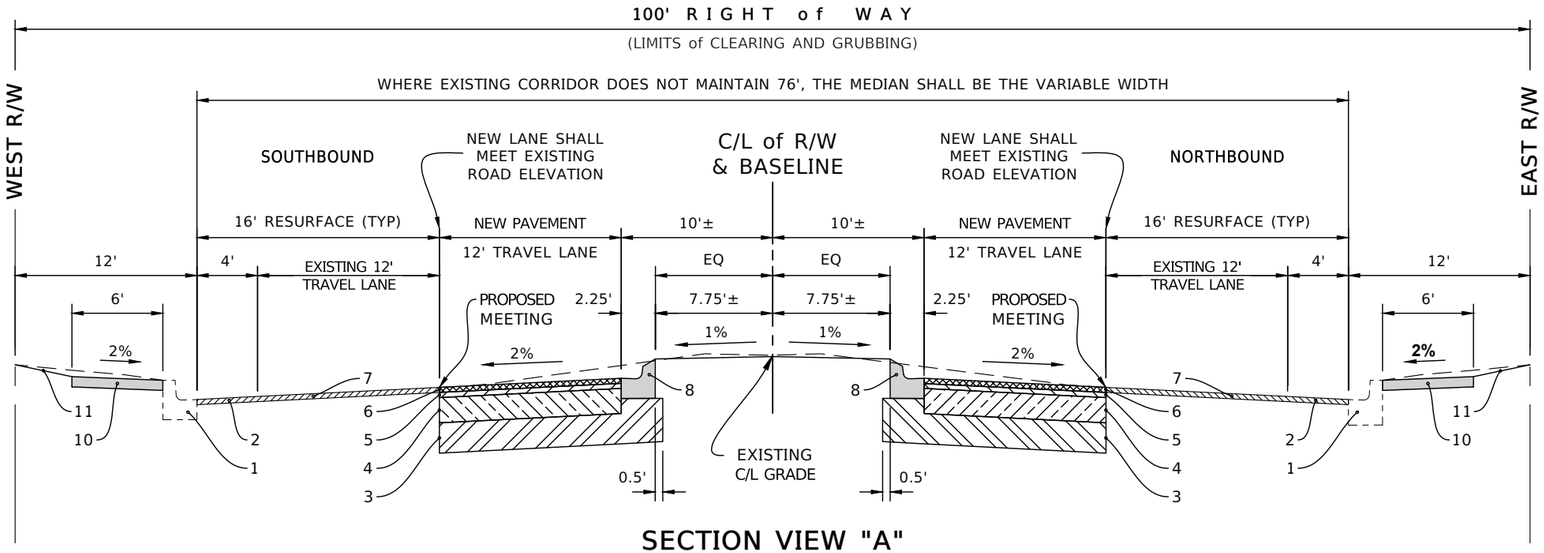
PROJECT No. 14101

PROJECT: SW 44TH / 46TH AVE 4-LANE EXPANSION

PROJECT OVERVIEW

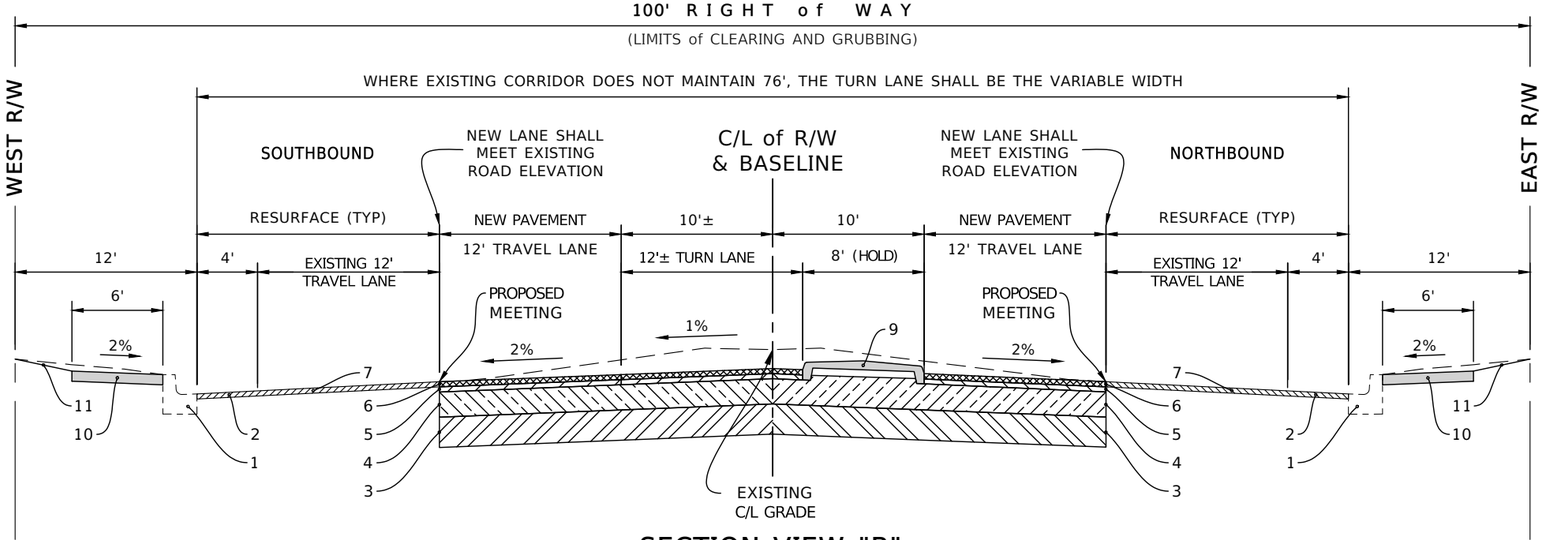
SHEET No. 07

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



SECTION VIEW "A"
TYPICAL EXPANDED 4-LANE ROADWAY

(STA 111+50.00 - STA 122+30.00)
and
(STA 125+65.00 - STA 161+90.00)
REFER TO PLAN VIEW FOR
LOCATIONS OF BULLNOSE OPENINGS



SECTION VIEW "B"
4-LANE ROADWAY w TURN LANE

(STA 122+85.00 - STA 125+20.00)
and
(STA 140+95.00 - STA 142+08.50)
(DETAIL MIRRORED AT STA 142/144)

ROADWAY DESIGN SPEED = 45 MPH.

NORTHBOUND (EAST SIDE) LANES ALONG CURVE(S) WHERE ROADWAY IS SUPER-ELEVATED:

AT THE 22' RIGHT SIDE OFFSET FROM
THE CENTERLINE OF THE RIGHT-OF-WAY:

- HOLD THE EXISTING GRADE ELEVATION AT THE PROPOSED MEETING OF THE NEW TRAVEL LANE
- MAINTAIN THE EXISTING SLOPE ALONG THE EXISTING PAVEMENT AND PROJECT THE EXISTING SURFACE TOWARDS THE C/L OF THE RIGHT-OF-WAY TO THE DESIRED ELEVATION ALONG THE NEW TRAVEL LANE

SOUTHBOUND (WEST SIDE) LANES, ALONG CURVE(S) WHERE ROADWAY IS SUPER-ELEVATED:

AT THE 22' LEFT SIDE OFFSET FROM
THE CENTERLINE OF THE RIGHT-OF-WAY:

- HOLD THE EXISTING GRADE ELEVATION AT THE PROPOSED MEETING OF THE NEW TRAVEL LANE
- MAINTAIN THE EXISTING SLOPE ALONG THE EXISTING PAVEMENT AND PROJECT THE EXISTING SURFACE TOWARDS THE C/L OF THE RIGHT-OF-WAY TO THE DESIRED ELEVATION ALONG THE NEW TRAVEL LANE

ROADWAY KEYNOTE LEGEND .

1. EXISTING CURB AND GUTTER
2. EXISTING 4' WIDE BICYCLE LANE (REF)
3. STABILIZED SUB-GRADE (12" LBR-40)
4. 10" LIMEROCK BASE COURSE (LBR-100) (COMPACTED TO 98% OF MAXIMUM DENSITY PER AASHTO T-180)
5. SP-12.5 ASPHALT (2" STRUCTURAL COURSE)
6. FC-9.5 ASPHALT (2" FRICTION COURSE)
7. SAWCUT, MILL & REPLACE 2" DEEP FOR FC-9.5 ASPHALT (FRICTION COURSE) TO MATCH FLUSH WITH EXISTING PAVEMENT TO GUTTER EDGE OF EXISTING CURB
8. PROPOSED TYPE "E" CURB AND GUTTER (PER FDOT INDEX 520-001)
9. 8' WIDE TYPE IV TRAFFIC SEPARATOR, MOUNTABLE, OPTION 1 (PER FDOT INDEX 520-020)
10. 4" THICK CONCRETE SIDEWALK (PER FDOT INDEX 522-001)
    (CONTRACTOR SHALL MATCH FRONT OF NEW SIDEWALK w EXISTING BACK OF CURB ELEVATION AND PROVIDE 2% MAX SLOPE THROUGHOUT)
11. ADJUSTED GRADE ELEVATION TO MEET BACK OF NEW SIDEWALK
    (CONTRACTOR SHALL PROVIDE GRADE LEVEL RETAINING WALL TYPE CURBING AT BACK OF NEW SIDEWALKS FOR LOCATION(S) WHERE RIGHT-OF-WAY SHOULDER SLOPE EXCEEDS MINIMUM REQUIRED GRADE AT LOCATIONSSHOWN ON PLAN VIEWS)

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

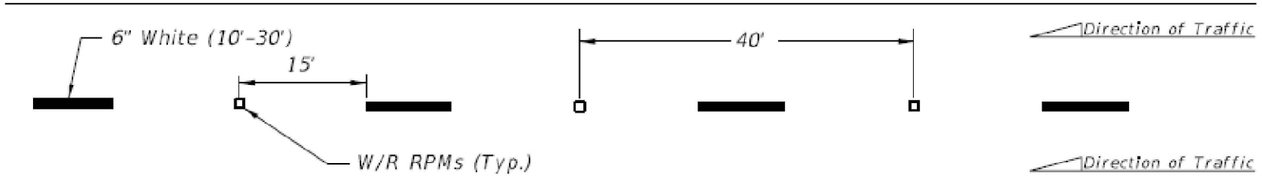
ENGINEER OF RECORD
NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY
OCALA City Engineer's Office

PROJECT No. 14101
PROJECT: SW 44TH / 46TH AVE 4-LANE EXPANSION

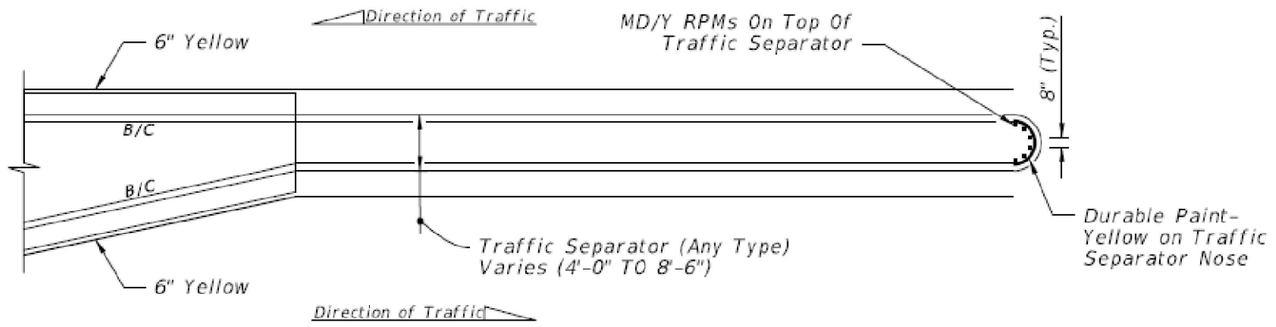
TYPICAL CROSS SECTIONS

SHEET No. 08



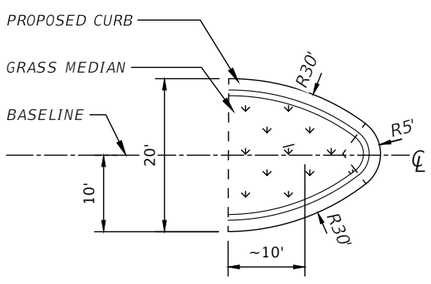
FDOT MULTILANE DETAIL

IMAGE EXTRACTED FROM
"FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION"
(INDEX #706-001, SHEET 1 OF 6)

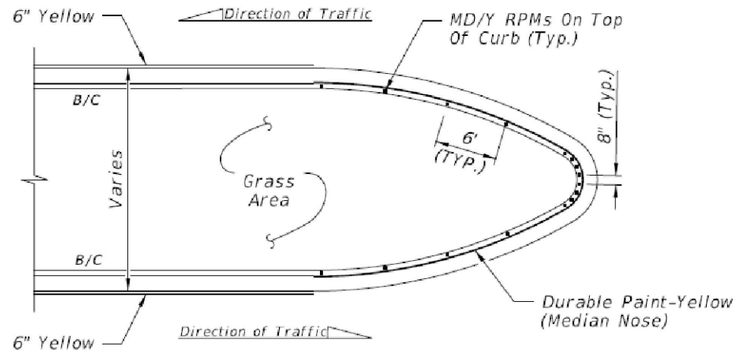


FDOT DETAIL "J"

IMAGE EXTRACTED FROM:
"FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION"
(INDEX #706-001, SHEET 4 OF 6)



TYPICAL FDOT BULLNOSE DETAIL FOR 20 FT WIDE TRAFFIC SEPARATOR



FDOT DETAIL "E"

IMAGE EXTRACTED FROM:
"FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION"
(INDEX #706-001, SHEET 3 OF 6)

POSTED SPEED LIMIT MPH	"Y" FEET
30 OR LESS	10
35	20
40	20
45	***30***
50 OR MORE	40

SIGNING & MARKING LEGEND

B/C = BACK OF CURB
EOP = EDGE OF PAVEMENT
RPM = RAISER PAVEMENT MARKER
W/R = WHITE/RED RPM
Y/Y = YELLOW/YELLOW RPM
Y/R = YELLOW/RED RPM
MD/Y = MONO-DIRECTION YELLOW RPM
BLUE = BLUE RPM (HYDRANT MARKER)

SIGNING & MARKING NOTES

1. FOR TYPE "E" CURB, INSTALL RPM's ALONG THE PAVEMENT EDGE MARKING USING THE SAME SPACING SHOWN
2. ORIENT TRAFFIC FACES OF RPM's IN CURB MEDIAN RADII TO BE PARALLEL TO DIRECTION OF TRAVEL LANES
3. USE EPOXY ADHESIVE TO INSTALL RPM's ON CONCRETE MEDIAN NOSE CURBS
4. INSTALL RPM"S ON CLEAN UNPAINTED SURFACE. DO NOT PAINT CURB SURFACE WHERE RPM's WILL BE PLACED

ABOVE PROVIDED FROM
"FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION"
(INDEX #706-001, SHEET 3 OF 6)

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD
NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY
OCALA City Engineer's Office

PROJECT No. 14101
PROJECT: SW 44TH / 46TH AVE 4-LANE EXPANSION

TYPICAL DETAILS

SHEET No. 09

1" = 40'

THE CONTRACTOR SHALL EXAMINE THE CONDITION OF EXISTING TYPE "E" CURB AND GUTTER, AND REPORT ANY DEFECTS TO ENGINEER OF RECORD

S-103 SS MH ___
RIM = 77.50
INV E. = __.__ (__" PVC)
INV W. = __.__ (__" PVC)

GV-02 GAS MH ___
RIM = 77.50
INV E. = __.__(__" iron)
INV S. = __.__(__" iron)
INV W. = __.__(__" iron)

FMV-03 FMV MH ___
RIM = 76.84
INV E. = __.__ (__" PVC)
INV W. = __.__ (__" PVC)

GAS MH ___ GV-01
RIM = 76.99
INV N. = __.__(__" iron)
INV S. = __.__(__" iron)
INV W. = __.__(__" iron)

BEGIN PI
WEST SIDE
100+42.50
88.00 *LT.*

FD CODOT SW20-3 28.34

FD 5/8 153.17 W00D L140

W00D L7391

W00D L7413

W00D L6614

STM MH ___ S-05
RIM = 77.27
INV E. = __.__(__" RCP)
INV W. = __.__(__" RCP)

NEW 6' WIDE SIDEWALK TO MATCH EXISTING ELEV FOR FLUSH TRANSITION
100+85.50
46.50 *LT.*

SS MH ___ S-06
RIM = 77.92
INV N. = __.__ (__" PVC)
INV S. = __.__ (__" PVC)

GAS MH ___ GV-03
RIM = 76.35
INV N. = __.__(__" iron)
INV S. = __.__(__" iron)

EXISTING GRASS MEDIAN
w TYPE "E" CURB & GUTTER
TO REMAIN UNDISTURBED

NEW 6' WIDE SIDEWALK
w 2% SLOPE

SS MH CO-01
RIM = 76.31
INV E. = __.__ (__" PVC)

STM INLET ___ S-08
RIM = 76.17
INV N. = 69.87(24" RCP)
INV E. = 70.29(18" RCP)

W00D N0 ID

Beg. STA. 100+00.00

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

PI STA. 102+96.82

100 101 102 103 104

SW 44th CT

SW 44th AVE

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

18" 24"

BEGIN PI
EAST SIDE
100+43.00
88.00 *RT.*

FD CODOT 153.05 FD 5/8 153.41 W00D L140

hydrant

STM INLET ___ S-09
RIM = 76.18
INV W. = 70.74(18" RCP)

BEGIN PROJECT
STA. 100+43.00

EDGE of 2" DEEP MILL AND OVERLAY w 2" THK SP-12.5 ASPHALT

NEW 6' WIDE SIDEWALK TO MATCH EXISTING FOR FLUSH TRANSITION
100+86.00
47.00 *RT.*

EXISTING TRAFFIC SEPARATOR TO REMAIN UNDISTURBED

NEW 6' WIDE SIDEWALK w 2% SLOPE

SS MH ___ S-07
RIM = 76.83
INV N. = __.__ (__" PVC)
INV S. = __.__ (__" PVC)

S-101 SS MH ___
RIM = 76.73
INV N. = __.__ (__" PVC)
INV S. = __.__ (__" PVC)

FMV-02 FMV MH ___
RIM = 76.78
INV E. = __.__ (__" PVC)
INV W. = __.__ (__" PVC)

SW 20th ST

INTERSECTION IMPROVEMENTS AT SW 44th AVENUE & SW 20th STREET UNDER SEPARATE CONTRACT

SS MH ___
RIM = 77.44
INV N. = __.__ (__" PVC)
INV E. = __.__ (__" PVC)
INV S. = __.__ (__" PVC)
INV W. = __.__ (__" PVC)

FMV MH ___ FMV-01
RIM = 76.91
INV N. = __.__ (__" PVC)
INV S. = __.__ (__" PVC)

MATCHLINE STA. – 104+16.00

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / /
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

ROADWAY PLAN (01 OF 12)

SHEET No. 10

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisicplinary Projects\2014\14101 – SW 44th Avenue Lane Expansion – Phase 3\14101011102\Roadway\M0DLRD01.dwg

MATCHLINE STA. – 104+16.00

MATCHLINE STA. – 110+32.00

1" = 40'

THE CONTRACTOR SHALL EXAMINE THE CONDITION OF EXISTING TYPE "E" CURB AND GUTTER, AND REPORT ANY DEFECTS TO ENGINEER OF RECORD

NEW 6' WIDE SIDEWALK w 2% SLOPE

S-11 STM INLET - RIM = 74.87
INV N. = 68.22(24" RCP)
INV E. = 68.86(18" RCP)
INV S. = 68.22(24" RCP)

EXISTING GRASS MEDIAN w TYPE "E" CURB & GUTTER TO REMAIN UNDISTURBED

BEGIN NEW 8" WIDE TYPE "D" CURB RETAINING WALL AT BACK OF SIDEWALK
108+90.50
46.00 *LT.*

S-13 SS MH -201 RIM = 72.96
INV N. = 63.40 (12" PVC)

WOOD NO ID

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

105 106 107 108 109 110

SW 44th AVE

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

hydrant

R50' R50' R51' R50'

asphalt driveway

asphalt driveway

151.07
FD 5/8

NEW 6' WIDE SIDEWALK w 2% SLOPE

EXTEND MILL & OVERLAY TO RIGHT-OF WAY FOR FLUSH TRANSITION

NEW CR-G LINEAR SIDEWALK RAMP (TYP EACH SIDE OF DRIVEWAY)

RESTORE CONCRETE SWALE TO MAINTAIN PROPER DRAINAGE (TYP EACH SIDE OF DRIVEWAY)

SS MH - (39) RIM = 75.42
INV N. = __.__ (12" PVC)
INV S. = __.__ (12" PVC)
S-10

NEW 6' WIDE SIDEWALK w 2% SLOPE

STM INLET - RIM = 74.81
INV W. = 69.06(18" RCP)
S-12

EXTEND MILL & OVERLAY TO RIGHT-OF WAY FOR FLUSH TRANSITION

NEW CR-G LINEAR SIDEWALK RAMP (TYP EACH SIDE OF DRIVEWAY)

BEGIN NEW GRAVITY WALL AT BACK OF SIDEWALK
108+90.50
46.75 *RT.*

RESTORE CONCRETE SWALE TO MAINTAIN PROPER DRAINAGE (TYP EACH SIDE OF DRIVEWAY)

NEW 6' WIDE SIDEWALK w 2% SLOPE

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

ROADWAY PLAN
(02 OF 12)

SHEET No. 11

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisicplinary Projects\2014\14101 - SW 44th Avenue Lane Expansion - Phase 3\14101011102\Roadway\M0DLRD01.dwg

MATCHLINE STA. – 110+32.00

MATCHLINE STA. – 116+48.00

1" = 40'

EXISTING ROADWAY CONDITIONS PROVIDED FOR REFERENCE

BEGIN REGRADE AND RESOD MEDIAN
111+50.00
0.00 *RT.*

END NEW 8" WIDE TYPE "D" CURB AND BEGIN NEW GRAVITY WALL AT BACK OF SIDEWALK
113+50.00
46.00 *LT.*

BEGIN NEW LANE TAPER
114+18.50
9.00 *LT.*

PIN w REBAR AND MATCH SURFACE OF EXISTING CURB & GUTTER w NEW TYPE "E" CURB & GUTTER

SAWCUT AND MATCH EXISTING PAVEMENT ELEVATION (TYP)

NEW MEDIAN REFERENCE ID No. (TYP)

STM INLET -202 (S-14)
RIM = 70.63
INV E. = 65.97 (24" RCP)
INV S. = 65.97 (24" RCP)

NEW 6' WIDE SIDEWALK w 2% SLOPE

SS MH 06083 (S-18)
RIM = 76.76
INV S. = 51.54 (12" PVC)
INV N. = 51.42 (12" PVC)
INV E. = __.__ (12" PVC)

STM INLET -367 (S-19)
RIM = 64.92
INV E. = 61.09 (18" RCP)

SS MH CO-02
RIM = 65.67
INV W. = __.__ (__" PVC)

STM INLET -602 (S-23)
RIM = 63.71
INV N. = 58.24 (36" RCP)
INV E. = 58.35 (24" RCP)

K6610

L2608

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

SW 44th AVE

PC STA. 112+98.50

PCC STA. 113+84.57

PCC STA. 114+70.62

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

PCC STA. 115+74.86

M-1

EL 68.10 EL 68.65 EL 68.80 EL 68.64 EL 68.15 EL 68.36 EL 67.97 EL 67.39 EL 66.06 EL 66.59 EL 66.82 EL 66.30 EL 66.09 EL 65.63 EL 65.76 EL 65.59 EL 64.49 EL 65.02 EL 65.31 EL 64.89 EL 64.72 EL 63.75 EL 64.05 EL 63.61 EL 63.95 EL 63.70 EL 64.17 EL 64.10 EL 64.14 EL 64.17 EL 64.11 EL 64.10

111 112 113 114 115 116

27.9' 28.1' 20.2' 28' 20.5' 28'

hydrant

FD 1/2

140.98

STM MH -203 (S-15)
RIM = 72.22
INV N. = 65.86 (24" RCP)
INV E. = 65.97 (18" RCP)
INV W. = 65.84 (24" RCP)

STM INLET -204 (S-16)
RIM = 70.98
INV W. = 66.97 (18" RCP)

BEGIN NEW LANE TAPER
111+50.00
9.75 *RT.*

PIN w REBAR AND MATCH SURFACE OF EXISTING CURB & GUTTER w NEW TYPE "E" CURB & GUTTER

NEW 6' WIDE SIDEWALK w 2% SLOPE

SS MH -200 (S-17)
RIM = 76.90
INV W. = 53.90 (12" PVC)
113+35.00
399.94 *RT.*

STM INLET -351 (S-21)
RIM = 65.60
INV W. = 61.48 (18" RCP)

END NEW GRAVITY WALL AND BEGIN NEW 8" WIDE TYPE "D" CURB AT BACK OF SIDEWALK
113+50.00
46.75 *RT.*

END NEW 8" WIDE TYPE "D" CURB RETAINING WALL AT BACK OF SIDEWALK
114+80.00
46.75 *RT.*

STM MH -355 (S-20)
STA +62.25, 6.00 RT
CONVERT EXISTING TOP TO TYPE "5" INLET TOP
NEW TOP GRATE = 65.69
INV N. = 59.58 (24" RCP)
INV E. = 61.29 (18" RCP)
INV S. = 60.91 (24" RCP)
INV W. = 60.90 (18" RCP)

STM DITCH INLET -616 (S-22)
STA +83.00, 6.25 RT
CONVERT EXISTING TOP TO TYPE "6" INLET TOP
NEW TOP GRATE = 63.70
INV S. = 58.80 (24" RCP)
INV W. = 58.69 (18" RCP)

SS MH 06084 (S-24)
RIM = 63.52
INV S. = 50.81 (12" PVC)
INV N. = 50.72 (12" PVC)

REFER TO SECTION VIEW "A" TYPICAL ROADWAY

14 12" 14" 10" 9" 13" 16" 10" 15" 16" 14"

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

ROADWAY PLAN
(03 OF 12)

SHEET No. 12

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisciplinary Projects\2014\14101 - SW 44th Avenue Lane Expansion - Phase 3\14101011102\Roadway\M0DLRD01.dwg

MATCHLINE STA. - 116+48.00

NEW 6' WIDE SIDEWALK w 2% SLOPE

END NEW GRAVITY WALL
AT BACK OF SIDEWALK
116+56.50
46.50 *LT.*

MEDIAN PT
116+70.00
10.00 *LT.*

EXTEND MILL AND OVERLAY TO
R/W FOR FLUSH TRANSITION
w 2% SLOPE (MAX)

MEDIAN BULLNOSE
116+90.00
0.00 *LT.*

MEDIAN BULLNOSE
117+60.00
0.00

MEDIAN PT
117+80.00
9.50 *LT.*

STM DRAIN MES (S-27)
RIM = 60.93
INV E. = __.__ (36" RCP)

STM INLET -997 (S-26)
RIM = 65.18
INV N. = 59.90 (24" RCP)
INV E. = 57.91 (18" RCP)
INV S. ? = ____ (36" RCP)
INV W. = 56.58 (36" RCP)

NEW CR-G LINEAR
SIDEWALK RAMP
(TYP EACH SIDE
OF DRIVEWAY)

EXTEND MILL AND
OVERLAY TO END OF
NEW CURBING FOR
FLUSH TRANSITION
2% SLOPE (MAX)

RETROFIT CONCRETE
DRAINAGE SWALE AT
NEW CURB & GUTTER

EXISTING 6' WIDE SIDEWALK
TO REMAIN UNDISTURBED

STM INLET -1238 (S-29)
RIM = 66.89
INV N. = 61.78 (24" RCP)
INV S. = 61.88 (24" RCP)

SS MH 06086 (S-31)
RIM = 69.06
INV N. = 50.60 (12" PVC)
INV E. = 50.51 (12" PVC)
INV E. = 56.64 (8" PVC)
INV S. = 50.58 (12" PVC)

SAWCUT AND MATCH
EXISTING PAVEMENT
ELEVATION (TYP)

MEDIAN BULLNOSE
122+30.00
0.50 *RT.*

MEDIAN PT
122+10.00
9.75 *LT.*

LIFT
STATION
No 1425

NEW CR-G LINEAR SIDEWALK
RAMP w CURB RETURN TO R/W
(TYP EACH SIDE OF DRIVEWAY)

MATCHLINE STA. - 122+64.00

N

1" = 40'

asphalt driveway

FD LB5091

2" DEEP MILL AND
OVERLAY w 2" THICK
SP-12.5 ASPHALT

SW 44th AVE

PCC STA. 116+79.10

PCC STA. 121+24.58

2" DEEP MILL AND
OVERLAY w 2" THICK
SP-12.5 ASPH ALT

SW
13th
ST

CM IRM 6284 TP17

FD 1/2

144.00

hydrant

EXTEND NEW TYPE- F C&G
AND PIN INTO EXISTING
FOR FLUSH TRANSITION
(TYP EACH SIDE OF DRIVEWAY)

MEDIAN PT
116+70.00
10.25 *RT.*

RETROFIT CONCRETE
DRAINAGE SWALE AT
NEW CURB & GUTTER

NEW 6' WIDE SIDEWALK w 2% SLOPE

MEDIAN PT
117+80.00
10.50 *RT.*

S-25 STM DITCH INLET -957
STA +93.75, 9.50 RT
CONVERT EXISTING TOP
TO TYPE "5" INLET TOP
NEW TOP GRATE = 65.56
INV W. = 60.96 (18" RCP)

NEW CR-G LINEAR SIDEWALK
RAMP w CURB RETURN TO R/W
(TYP EACH SIDE OF DRIVEWAY)

EXTEND MILL & OVERLAY TO END
OF NEW CURBING FOR FLUSH
TRANSITION w 2% SLOPE (MAX)

REFER TO
SECTION VIEW "A"
TYPICAL ROADWAY

NEW 6' WIDE
SIDEWALK
w 2% SLOPE

SS MH CO-03
RIM = 65.88
INV E. = __.__ (__" PVC)

SS MH 06085 (S-28)
RIM = 67.53
INV N. = 49.81 (12" PVC)
INV E. = 50.07 (8" PVC)
INV S. = 49.72 (12" PVC)
INV W. = 49.55 (12" PVC)

MEDIAN PT
122+10.00
10.50 *RT.*

NEW CR-G LINEAR
SIDEWALK RAMP
(TYP EACH SIDE
OF ROADWAY)

EXTEND MILL
AND OVERLAY
3' BEYOND NEW
RAMP & CURBING
w 2% SLOPE (MAX)

S-30 SS MH -1410
RIM = 68.22
INV W. = 57.56 (8" PVC)
122+57.34
302.06 *RT.*

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA
City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

ROADWAY PLAN
(04 OF 12)

SHEET No. 13

MATCHLINE STA. - 122+64.00

MATCHLINE STA. - 128+80.00

1" = 40'

TRAFFIC SEPARATOR BULLNOSE
122+80.00
5.50 *RT.*

REFER TO SECTION VIEW "B" TURN LANE ROADWAY

ADD DETECTABLE WARNING TO EXISTING CR-G LINEAR RAMP (TYP EACH SIDE OF DRIVEWAY)

STM INLET -___ S-35
RIM = ___
INV N. = ___ (__" RCP)
INV S. = ___ (__" RCP)

STM INLET -___ S-36
RIM = ___
INV S. = ___ (__" RCP)

SAWCUT AND MATCH EXISTING PAVEMENT ELEVATION (TYP)

MEDIAN BULLNOSE
128+80.00
0.50 *RT.*

ADD DETECTABLE WARNING TO EXISTING CR-G LINEAR RAMP

STM INLET -1512 S-33
RIM = 69.27
INV S. = 64.09 (24" RCP)
INV E. = 64.70 (18" RCP)

STM INLET -___ S-34
RIM = ___
INV N. = ___ (__" RCP)

BEGIN TAPER TRANSITION
125+20.00
0.75 *RT.*

END TAPER TRANSITION
125+70.00
9.50 *LT.*

EXISTING 6' WIDE SIDEWALK TO REMAIN UNDISTURBED

MEDIAN PT
128+60.00
9.50 *LT.*

SS MH CO-04
RIM = 74.81
INV W. = __.__ (__" PVC)

L6573

L6572

asphalt driveway

SW 46th AVE

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

EL 68.60
EL 68.99
EL 69.07
EL 68.98
EL 68.98
EL 69.30
EL 69.54
EL 70.03
EL 69.73
EL 70.16
EL 70.36
EL 70.18
EL 70.63
EL 70.94
EL 71.49
EL 71.59
EL 71.40
EL 71.86
EL 71.81
EL 72.17
EL 72.44
EL 72.58
EL 72.70
EL 72.91
EL 73.85
EL 73.95
EL 73.41
EL 73.47
EL 73.84
EL 73.79
EL 74.96
EL 74.94
EL 74.59
EL 74.45

123 124 125 126 127 128

M-3

PT STA. 125+70.04

38'
29.5'
28'

FD 1/2 R56'
FD 1/2 145.45'
FD 1/2 144.49'
FD 1/2 148.47'

fire hydrant
fire hydrant

GUY

SW 13th ST

NEW CR-G LINEAR SIDEWALK RAMP (TYP EACH SIDE OF ROADWAY)

REPLACE 30 LF DEPRESSED CURB w NEW TYPE-F CURB & GUTTER PINNED INTO EXISTING C&G AT EACH END

TRANSITION END OF TRAFFIC SEPARATOR AND BEGIN GRASS MEDIAN
125+20.00
9.25 *RT.*

SS MH 06091 S-37
RIM = 73.85
INV N. = 52.31 (12" PVC)
INV E. = 52.56 (6" PVC)
INV S. = 52.16 (12" PVC)
INV W. = 52.62 (6" PVC)

REFER TO SECTION VIEW "A" TYPICAL ROADWAY

MEDIAN PT
128+60.00
10.50 *RT.*

EXTEND MILL AND OVERLAY 3' BEYOND NEW RAMP & CURBING w 2% SLOPE (MAX)

STM DITCH INLET -1539 S-32
STA +52.00, 9.50 RT
CONVERT EXISTING TOP TO TYPE "5" INLET TOP
NEW TOP GRATE = 69.10
INV W. = 65.04 (18" RCP)

NEW 6' WIDE SIDEWALK w 2% SLOPE

NEW CR-G LINEAR SIDEWALK RAMP (TYP EACH SIDE OF ROADWAY)

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / /
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

ROADWAY PLAN
(05 OF 12)

SHEET No.
14

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisicplinary Projects\2014\14101 - SW 44th Avenue Lane Expansion - Phase 3\14101011102\Roadway\M0DLRD01.dwg

N

1" = 40'

MEDIAN BULLNOSE
129+40.00
0.25 *RT.*

ADD DETECTABLE WARNING TO EXISTING CR-G LINEAR RAMP

MEDIAN PT
129+60.00
9.50 *LT.*

SS MH 06092 (S-38)
RIM = 76.17
INV N. = 53.89 (12" PVC)
INV S. = 53.89 (12" PVC)

SAWCUT AND MATCH EXISTING PAVEMENT ELEVATION (TYP)

EXISTING 6' WIDE SIDEWALK TO REMAIN UNDISTURBED

SW 46th AVE

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPH ALT

M-4

PC STA. 129+62.39

RESTORE CONCRETE SWALE TO MAINTAIN PROPER DRAINAGE (TYP EACH SIDE OF DRIVEWAY)

MEDIAN PT
129+60.00
10.50 *RT.*

NEW CR-G LINEAR SIDEWALK RAMP (TYP EACH SIDE OF DRIVEWAY)

SS MH CO-05
RIM = 74.43
INV W. = __.__ (__" PVC)

REFER TO SECTION VIEW "A" TYPICAL ROADWAY

NEW 6' WIDE SIDEWALK w 2% SLOPE

(S-39) SS MH 06093
RIM = 72.65
INV N. = 55.79 (12" PVC)
INV S. = 55.65 (12" PVC)

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

MATCHLINE STA. - 128+80.00

MATCHLINE STA. - 134+96.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

ROADWAY PLAN
(06 OF 12)

SHEET No. 15

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisicplinary Projects\2014\14101 - SW 44th Avenue Lane Expansion - Phase 3\14101011102\Roadway\M0DLRD01.dwg

1" = 40'

STM DITCH NLET -2752 (S-40)
STA +16.25, 13.00 RT
CONVERT EXISTING TOP TO TYPE "5" INLET TOP
NEW TOP GRATE = 70.52
INV E. = 66.26 (18" RCP)

EXISTING CR-G LINEAR RAMP w DETECTABLE WARNING TO REMAIN UNDISTURBED (TYP EACH SIDE OF DRIVEWAY)

SAWCUT AND MATCH EXISTING PAVEMENT ELEVATION (TYP)

EXISTING 6' WIDE S'WALK TO REMAIN UNDISTURBED

STM DITCH DRAIN -3156 (S-48)
STA +20.75, 10.75 RT
CONVERT EXISTING TOP TO TYPE "5" INLET TOP
NEW TOP GRATE = 66.72
INV E. = 57.91 (18" RCP)
INV N. = 59.90 (14"x23" ERCP)

STM DITCH INLET -3304 (S-49)
STA +55.25, 8.00 RT
CONVERT EXISTING TOP TO TYPE "5" INLET TOP
NEW TOP GRATE = 66.23
INV S. = 63.66 (14"x23" ERCP)

NEW 6' WIDE SIDEWALK TO MATCH EXISTING FOR FLUSH TRANSITION
140+55.75
43.25 *LT.*

TRANSITION END OF MEDIAN AND BEGIN TRAFFIC SEPARATOR
140+95.00
10.00 *LT.*

MEDIAN PT
135+45.00
11.00 *LT.*

MEDIAN BULLNOSE
135+65.00
1.00 *LT.*

MEDIAN BULLNOSE
136+20.00
1.75 *LT.*

MEDIAN PT
136+40.00
11.75 *LT.*

REFER TO SECTION VIEW "A" TYPICAL ROADWAY

SW 46th AVE

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

asphalt driveway

asphalt driveway

STAKE

hydrant

L6567 L6566 L6568 L8682

FD 1/2

M-5

R40'

28'

30'

SS MH 06900 (S-43)
RIM = 70.69
INV N. = 56.40 (12" PVC)
INV E. = 56.36 (8" PVC)
INV S. = 56.24 (12" PVC)

REFER TO SECTION VIEW "A" TYPICAL ROADWAY

NEW 6' WIDE SIDEWALK w 2% SLOPE

MEDIAN PT
135+45.00
9.00 *RT.*

STM INLET -2696 (S-41)
RIM = 70.39
INV N. = 64.35 (24" RCP)
INV W. = 65.96 (18" RCP)

SS MH -2773 (S-42)
RIM = 64.97
INV W. = 57.61 (8" PVC)
135+91.29
326.35 *RT.*

MEDIAN PT
136+40.00
8.25 *RT.*

NEW CR-G LINEAR SIDEWALK RAMP (TYP EACH SIDE OF DRIVEWAY)

RESTORE CONCRETE SWALE TO MAINTAIN PROPER DRAINAGE (TYP EACH SIDE OF DRIVEWAY)

STM MH -2965 (S-44)
RIM = 69.33
INV N. = 63.02 (24" RCP)
INV E. = ___ (36" RCP)
INV S. = 63.15 (24" RCP)

SS MH CO-06
RIM = 67.92
INV W. = _._ (__" PVC)

STM MH -___ (S-45)
RIM = 64.59
INV W. = ___ (36" RCP)

STM INLET -3183 (S-47)
RIM = 66.97
INV N. = 61.75 (24" RCP)
INV S. = 62.07 (24" RCP)
INV W. = 62.65 (18" RCP)

SS MH 06094 (S-46)
RIM = 68.43
INV N. = 57.61 (12" PVC)
INV S. = 57.37 (12" PVC)

BEGIN TAPER TRANSITION
140+45.00
10.00 *RT.*

NEW 6' WIDE SIDEWALK w 2% SLOPE

END TAPER TRANSITION
140+95.00
1.00 *LT.*

REFER TO SECTION VIEW "B" TURN LANE ROADWAY

PT STA. 140+55.69

MATCHLINE STA. - 134+96.00

MATCHLINE STA. - 141+12.00

EL 71.27 EL 70.87 EL 70.05 EL 70.45 EL 70.93 EL 70.13 EL 70.06 EL 69.47 EL 69.50 EL 68.94 EL 68.68 EL 68.17 EL 68.26 EL 67.79 EL 69.06 EL 68.54 EL 67.88 EL 67.29 EL 67.73 EL 67.15 EL 66.56 EL 67.57 EL 66.98 EL 67.22 EL 66.66 EL 67.10 EL 66.56 EL 67.13 EL 66.76 EL 66.32 EL 66.90 EL 66.51 EL 66.02 EL 66.28 EL 65.87

135 136 137 138 139 140 141

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

ROADWAY PLAN
(07 OF 12)

SHEET No.
16

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisciplinary Projects\2014\14101 - SW 44th Avenue Lane Expansion - Phase 3\14101011102\Roadway\M0DLRD01.dwg

1" = 40'

END TRANSITION
141+20.00

NEW 6' WIDE SIDEWALK w 2% SLOPE

REFER TO SECTION VIEW "B" TURN LANE ROADWAY

STM CURB INLET -3437 (S-52)
RIM = 65.62
INV E. = 61.02 (18" RCP)

RETROFIT CR-C TYPE LINEAR SIDEWALK RAMP FROM NEW 6' SIDEWALK INTO EXISTING INACTIVE DRIVEWAY APRON (TYP EACH SIDE OF DRIVEWAY)

MEDIAN BULLNOSE
142+85.00
0.00

MEDIAN PT
143+05.00
10.00 *LT.*

S-54 stm curb inlet -3632
RIM = 58.53
INV E. = 57.91 (14"x23" ERCP)

SAWCUT AND MATCH EXISTING PAVEMENT ELEVATION (TYP)

S-57 STM INLET -3753
RIM = 65.53
INV E. = 59.17 (14"x23" ERCP)

NEW 6' WIDE SIDEWALK w 2% SLOPE

T963 T951 T952 L6205 44" 30" 4X4 MELVIN RLS 1818 65.04 40.79 SET COO BM TACK & PUBLIC 66.03 conc apron

EL 66.55 EL 66.42 EL 65.79 EL 64.78 EL 65.19 EL 64.20 EL 64.65 EL 64.09 EL 64.56 EL 64.53 EL 65.04 EL 65.96 EL 66.37

PI STA. 142+37.39

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

SW 46th AVE

142 143 144 145 146 147

M-6

FD PUNCH MARK ON SMH 66.42 66.36 SS

FD CODE USE 34AD JUSTED 141.98 LT.

EL 66.03 EL 65.57 EL 65.73 EL 65.14 EL 64.90 EL 64.56 EL 64.49 EL 64.10 EL 64.58 EL 63.96 EL 64.93 EL 64.44 EL 66.21 EL 65.83

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

FD 5/8 65.53 hydrant STAKE STAKE STAKE 140.98 FD 5/8

L8922 L8921 asphalt driveway 32

NEW 6' WIDE SIDEWALK w 2% SLOPE

NEW CR-C LINEAR SIDEWALK RAMP (TYP EACH SIDE OF DRIVEWAY)

SS MH CO-07
RIM = 65.05
INV W. = _._ (_" PVC)

MEDIAN PT
143+05.00
10.00 *RT.*

REFER TO SECTION VIEW "A" TYPICAL ROADWAY

STM INLET -3621 (S-55)
RIM = 64.06
INV N. = 58.17 (36" RCP)
INV S. = 58.10 (36" RCP)
INV W. = 58.20 (14"x23" ERCP)

NEW 6' WIDE SIDEWALK w 2% SLOPE

S-56 SS MH 06096
RIM = 66.31
INV N. = 60.95 (12" PVC)
INV E. = 61.11 (8" PVC)
INV S. = 60.71 (12" PVC)

STM INLET -3768 (S-58)
RIM = 65.62
INV N. = 58.85 (36" PVC)
INV S. = 58.81 (36" PVC)
INV W. = 58.72 (14"x23" ERCP)

MEDIAN BULLNOSE
142+09.50
5.00 *LT.*

SS MH 06095 (S-53)
RIM = 66.43
INV N. = 59.25 (12" PVC)
INV E. = 59.47 (8" PVC STUB)
INV S. = 59.01 (12" PVC)

REPLACE ±5% SLOPED CONCRETE APRON w NEW 6" THK CONCRETE APRON w 2% SLOPE AT 6' WIDE SIDEWALK, AND MATCH EXISTING GRADE AT R/W

S-51 STM INLET -3436
RIM = 65.15
INV N. = 57.66 (36" RCP)
INV E. = 57.60 (48" RCP)
INV S. = 59.98 (24" RCP)
INV W. = 58.32 (18" RCP)

STM MH -3407 (S-50)
RIM = 65.66
INV W. = 57.20 (48" RCP)
142+00.57
199.08 *RT.*

MATCHLINE STA. – 141+12.00

MATCHLINE STA. – 147+28.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

ROADWAY PLAN
(08 OF 12)

SHEET No. 17

MATCHLINE STA. - 147+28.00

1" = 40'

REFER TO SECTION VIEW "A" TYPICAL ROADWAY

MEDIAN PT 148+10.00 10.00 *LT.*

MEDIAN BULLNOSE 148+30.00 0.00

MEDIAN BULLNOSE 148+80.00 0.00

MEDIAN PT 149+00.00 10.25 *LT.*

NEW 6' WIDE SIDEWALK w 2% SLOPE

SAWCUT AND MATCH EXISTING PAVEMENT ELEVATION (TYP)

T953

T954

EL 68.03
EL 68.41
EL 70.35
EL 70.83
EL 71.65
EL 72.00
EL 72.28
EL 72.64
EL 72.18
EL 72.43
EL 71.32
EL 71.63

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

SW 46th AVE

28'

148 149 150 151 152 153

M-7

EL 68.25
EL 67.88
EL 70.75
EL 70.29
EL 72.00
EL 71.52
EL 72.78
EL 72.15
EL 72.48
EL 72.03
EL 71.62
EL 71.23

SET C00 BM AK1Tr4

hydrant

asphalt driveway

STAKE

146.76 FD 3/4

gravel d/w

146.90 FD 5/8

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

NEW 6' WIDE SIDEWALK w 2% SLOPE

MEDIAN PT 148+10.00 10.00 *RT.*

NEW CR-C LINEAR SIDEWALK RAMP (TYP EACH SIDE OF DRIVEWAY)

NEW 6' WIDE SIDEWALK w 2% SLOPE

REPLACE ±5% SLOPED CONCRETE APRON w NEW 6" THK CONCRETE APRON w 2% SLOPE AT 6' WIDE SIDEWALK, AND MATCH EXISTING GRADE AT R/W

MEDIAN PT 149+00.00 10.00 *RT.*

NEW CR-C LINEAR SIDEWALK RAMP (TYP EACH SIDE OF DRIVEWAY)

REPLACE ±5% SLOPED CONCRETE APRON w NEW 6" THK CONCRETE APRON w 2% SLOPE AT 6' WIDE SIDEWALK, AND MATCH EXISTING GRADE AT R/W

STM MH -3975 (S-60)
RIM = 72.59
INV N. = 59.75 (36" RCP)
INV S. = 59.77 (36" RCP)

SS MH 06097 (S-59)
RIM = 73.36
INV N. = 62.71 (12" PVC)
INV E. = 62.79 (8" PVC)
INV S. = 62.55 (12" PVC)

REFER TO SECTION VIEW "A" TYPICAL ROADWAY

NEW 6' WIDE SIDEWALK w 2% SLOPE

MATCHLINE STA. - 153+44.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

ROADWAY PLAN
(09 OF 12)

SHEET No. 18

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisciplinary Projects\2014\14101 - SW 44th Avenue Lane Expansion - Phase 3\14101011102\Roadway\MODLRD01.dwg

1" = 40'

S-61 STM INLET -4475
RIM = 70.44
INV E. = 66.31 (18" RCP)

BEGIN NEW GRAVITY WALL AT BACK OF SIDEWALK
154+75.00
46.50 *LT.*

NEW CR-C LINEAR SIDEWALK RAMP (TYP EACH SIDE OF DRIVEWAY)

REPLACE ±5% SLOPED CONCRETE APRON w NEW 6" THK CONCRETE APRON w 2% SLOPE AT 6' WIDE SIDEWALK, AND MATCH EXISTING GRADE AT R/W

SAWCUT AND MATCH EXISTING PAVEMENT ELEVATION (TYP)

END NEW GRAVITY WALL AT BACK OF SIDEWALK
158+65.00
46.50 *LT.*

REFER TO SECTION VIEW "A" TYPICAL ROADWAY

REFER TO SECTION VIEW "A" TYPICAL ROADWAY

NEW 6' WIDE SIDEWALK w 2% SLOPE

MEDIAN PT
155+10.00
10.25 *LT.*

MEDIAN BULLNOSE
155+30.00
0.12 *LT.*

MEDIAN BULLNOSE
155+70.00
0.00 *RT.*

MEDIAN PT
155+90.00
10.00 *RT.*

STM INLET -4384 S-64
RIM = 69.91
INV E. = 61.08 (18" RCP)

NEW 6' WIDE SIDEWALK w 2% SLOPE

S-66 STM INLET -4538
RIM = 70.49
INV E. = 62.55 (18" RCP)

T962
T955
dirt path
5/8
148.77
148.85
FD 5/8
front apron
OEU5971
EL 70.56
EL 70.88
EL 70.13
EL 70.49
2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT
EL 69.85
EL 70.25
EL 69.96
EL 70.47
SW 46th AVE
EL 70.29
EL 70.84
EL 70.92
EL 71.37
28'
154
155
156
157
158
159
MAGNL/DLSN TRAV. PT 180556
M-8
EL 70.98
EL 70.45
EL 70.55
EL 69.97
PI STA. 155+64.96
EL 70.31
EL 69.80
EL 70.44
EL 69.85
EL 70.83
EL 70.12
EL 71.33
EL 70.78
2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT
SET CD NOM AKA TP6
STAKE
dirt path
L1652
front apron
148.84
148.76
5/8
gate beyond overgrown brush
STAKE
hydrant
145.40
FD 5/8

S-62 STM INLET -4174
RIM = 70.45
INV N. = 61.09 (36" RCP)
INV S. = 60.83 (36" RCP)
INV W. = 65.66 (18" RCP)

S-63 SS MH 06098
RIM = 71.50
INV N. = 64.39 (12" PVC)
INV E. = 64.55 (8" PVC)
INV S. = 64.34 (12" PVC)

NEW 6' WIDE SIDEWALK w 2% SLOPE

MEDIAN PT
155+10.00
10.25 *RT.*

NEW CR-C LINEAR SIDEWALK RAMP (TYP EACH SIDE OF DRIVEWAY)

REPLACE ±5% SLOPED CONCRETE APRON w NEW 6" THK CONCRETE APRON w 2% SLOPE AT 6' WIDE SIDEWALK, AND MATCH EXISTING GRADE AT R/W

NEW 6' WIDE SIDEWALK w 2% SLOPE

MEDIAN PT
155+90.00
10.00 *RT.*

STM INLET -4385 S-65
RIM = 69.92
INV N. = 61.88 (24" RCP)
INV S. = 61.44 (36" RCP)
INV W. = 61.64 (18" RCP)

NEW CR-C LINEAR SIDEWALK RAMP (TYP EACH SIDE OF DRIVEWAY)

REPLACE ±5% SLOPED CONCRETE APRON w NEW 6" THK CONCRETE APRON w 2% SLOPE AT 6' WIDE SIDEWALK, AND MATCH EXISTING GRADE AT R/W

NEW 6' WIDE SIDEWALK w 2% SLOPE

S-67 STM INLET -4504
RIM = 70.51
INV N. = 62.26 (24" RCP)
INV S. = 62.21 (24" RCP)
INV W. = 62.38 (18" RCP)

SS MH 06099 S-68
RIM = 72.07
INV N. = 66.08 (12" PVC)
INV E. = 66.13 (8" PVC)
INV S. = 66.03 (12" PVC)

MATCHLINE STA. – 153+44.00

MATCHLINE STA. – 159+60.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY
OCALA City Engineer's Office

PROJECT No. 14101
PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

ROADWAY PLAN
(10 OF 12)

SHEET No.
19

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisciplinary Projects\2014\14101 - SW 44th Avenue Lane Expansion - Phase 3\14101011102\Roadway\M0DLRD01.dwg

MATCHLINE STA. - 159+60.00

N 1" = 40'

RETROFIT CONCRETE DRAINAGE SWALE AT NEW CURB & GUTTER

REPLACE ±5% SLOPED CONCRETE APRON w NEW 6" THK CONCRETE APRON w 2% SLOPE AT 6' WIDE SIDEWALK, AND MATCH EXISTING GRADE AT R/W

NEW 6' WIDE SIDEWALK w 2% SLOPE

MEDIAN BULLNOSE 161+90.00 0.50 *LT.*

NEW CR-G LINEAR SIDEWALK RAMP w CURB RETURN TO R/W (TYP EACH SIDE OF DRIVEWAY)

REFER TO SECTION VIEW "A" TYPICAL ROADWAY

MEDIAN PT 161+70.00 10.50 *LT.*

END PI WEST SIDE 162+00.00 38.00 *LT.*

EXTEND NEW TYPE- F C&G AND PIN w REBAR INTO EXISTING C&G FOR FLUSH TRANSITION (TYP EACH SIDE OF DRIVEWAY)

NEW 6' WIDE SIDEWALK w 2% SLOPE

PROPOSED MEDIAN WITH TYPE-E CURB PROVIDED UNDER SEPARATE CONTRACT

R51'

R51'

asphalt driveway

EL 71.57

EL 72.07

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

EL 72.25

EL 72.79

PROPOSED MILL AND OVERLAY BEYOND STA 162+00 PROVIDED UNDER SEPARATE CONTRACT

2.8'

2.0'

160 161 162 163 164 165

M-8

SW 46th AVE

EL 72.09

EL 71.46

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

EL 72.88

EL 72.19

2.8'

conc. apron

gate and overgrown brush

hydrant

conc. apron

gated limited access

SAWCUT AND MATCH EXISTING PAVEMENT ELEVATION (TYP)

S-69 STM -4644
= 72.78
INV N. = 62.97 (24" RCP)
INV S. = 62.92 (24" RCP)

MEDIAN PT 161+70.00 9.50 *RT.*

END PI EAST SIDE 162+00.00 38.00 *RT.*

SS MH 06100
RIM = 74.12
INV N. = 67.91 (8" PVC)
INV E. = 67.93 (8" PVC STUB)
INV S. = 67.81 (12" PVC)

S-70

NEW 6' WIDE SIDEWALK w 2% SLOPE

NEW CR-C LINEAR SIDEWALK RAMP (TYP EACH SIDE OF DRIVEWAY)

NEW 6' WIDE SIDEWALK

NEW CR-C LINEAR SIDEWALK RAMP (TYP EACH SIDE OF DRIVEWAY)

REPLACE ±5% SLOPED CONCRETE APRON w NEW 6" CONCRETE APRON AT 2% SLOPE

S-71 STM MH -4841
RIM = 72.29
INV N. = 63.76 (24" RCP)
INV S. = 63.60 (24" RCP)

REPLACE +/-5% SLOPED CONCRETE APRON w NEW 6" THK CONC APRON w 2% SLOPE AT 6' WIDE SIDEWALK, AND MATCH EXISTING GRADE AT R/W

REPLACE ±5% SLOPED CONCRETE APRON w NEW 6" THK CONCRETE APRON w 2% SLOPE AT 6' WIDE SIDEWALK, AND MATCH EXISTING GRADE AT R/W

END OF MILL AND OVERLAY (MATCH ELEV AT TRANSITION UNDER SEPARATE CONTRACT) STA. 162+00.00 0.00

MATCHLINE STA. - 165+76.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

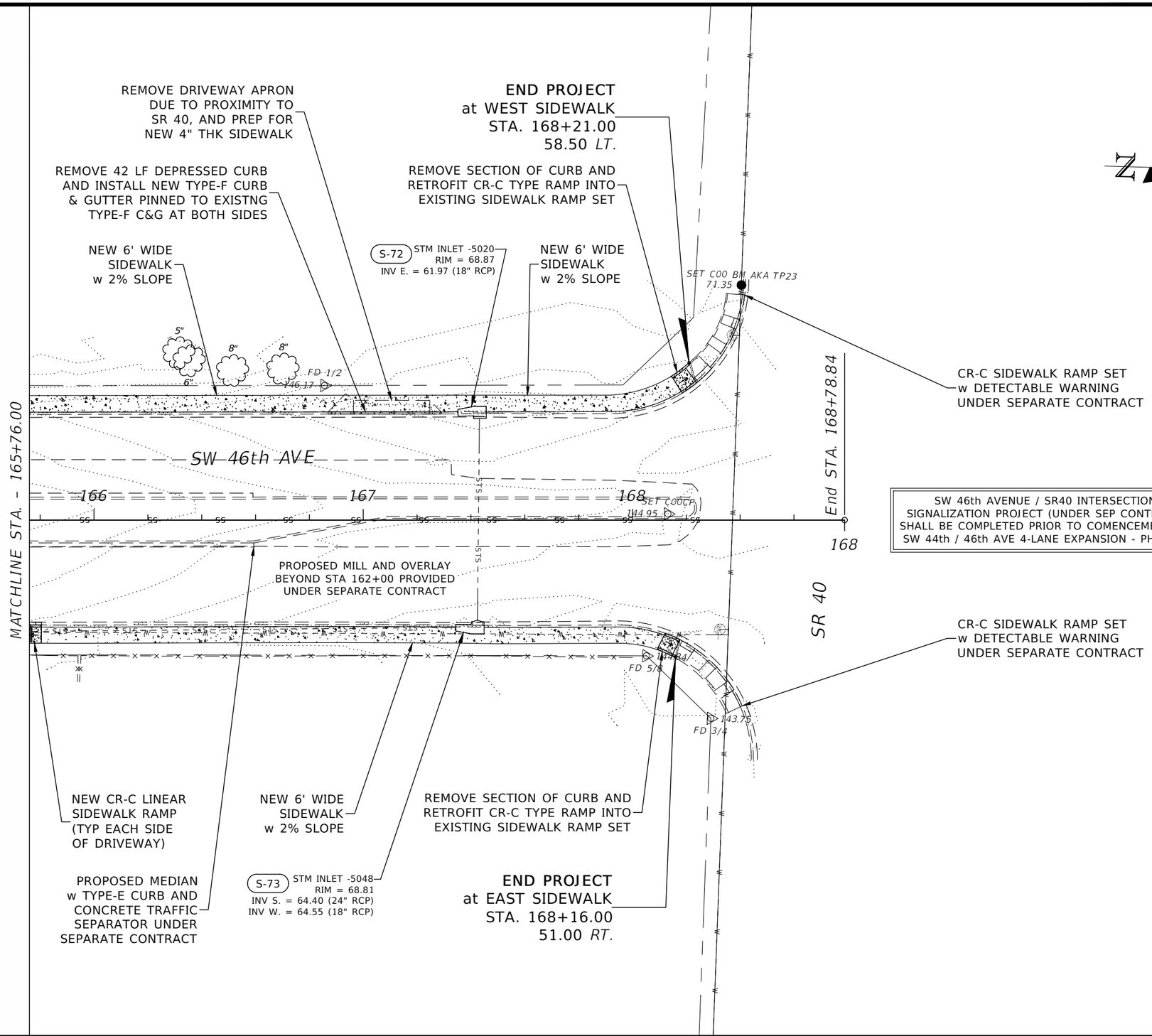
PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

ROADWAY PLAN
(11 OF 12)

SHEET No. 20

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisciplinary Projects\2014\14101 - SW 44th Avenue Lane Expansion - Phase 3\14101011102\Roadway\MODLRD01.dwg



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

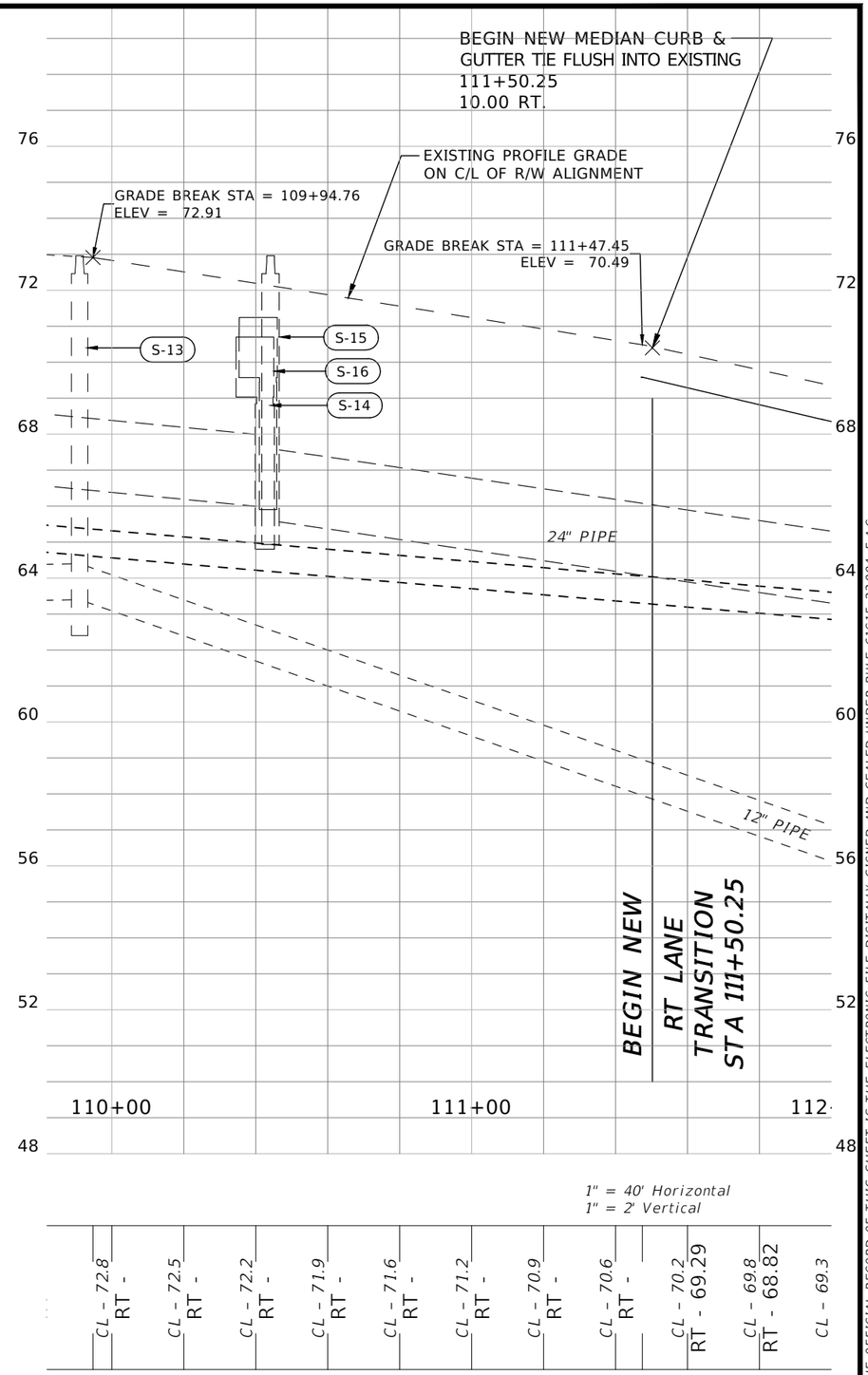
OCALA City Engineer's Office

PROJECT No. 14101
PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

ROADWAY PLAN
(12 OF 12)

SHEET No. 21

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisicplinary Projects\2014\14101 - SW 44th Avenue Lane Expansion - Phase 3\14101011102\Roadway\M0DLRD01.dwg



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

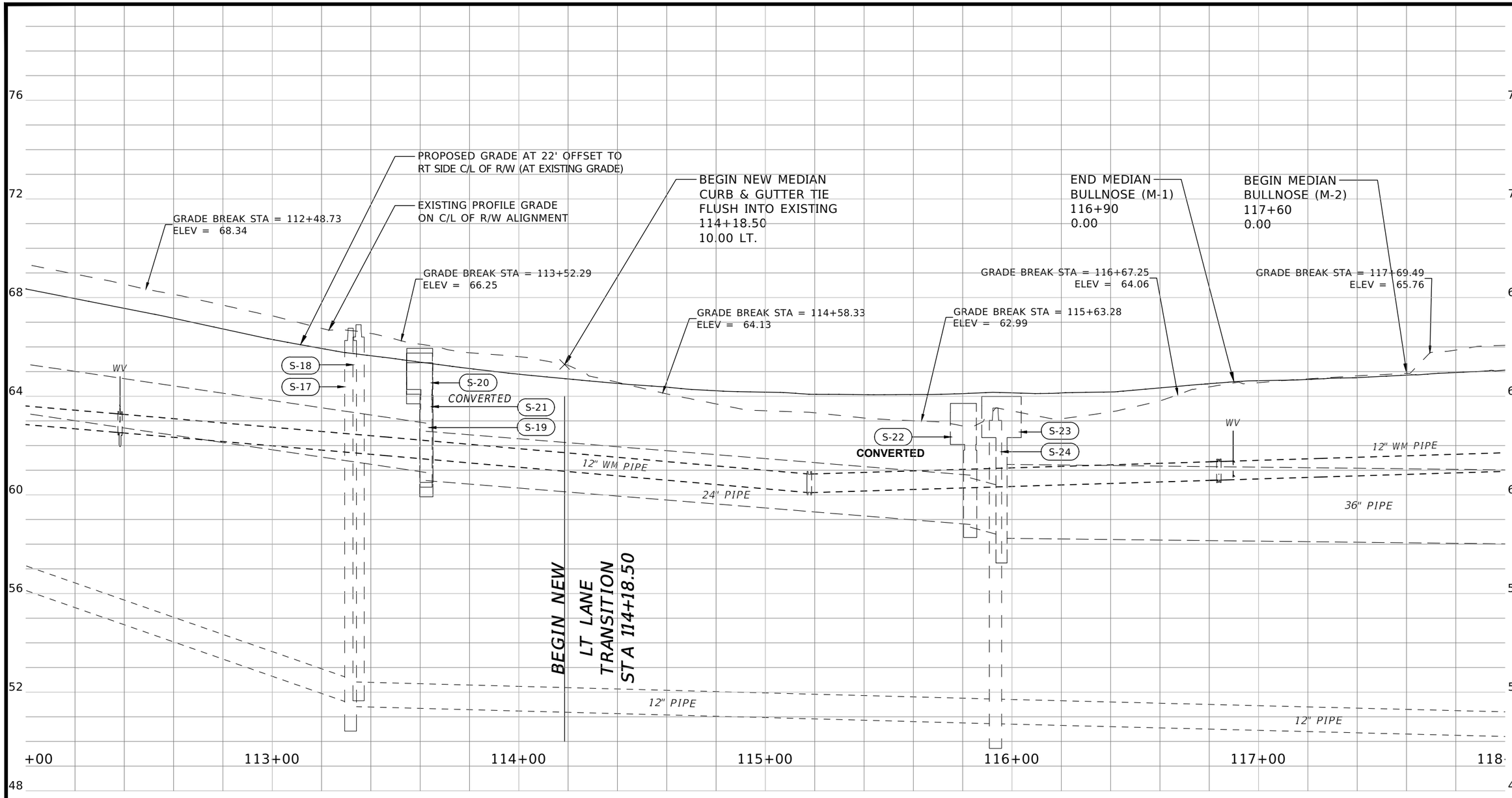
PREPARED BY

OCALA City Engineer's Office

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

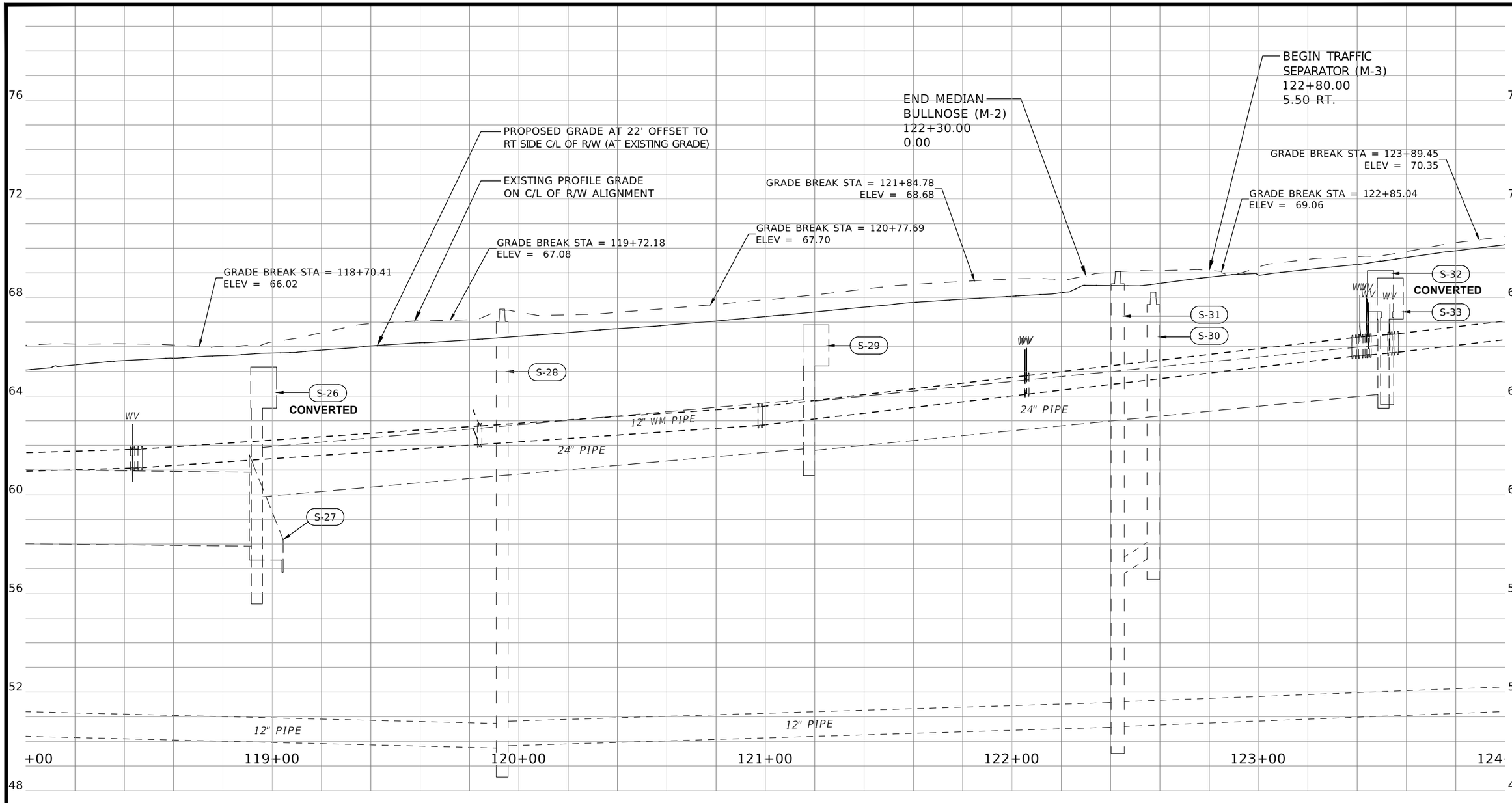
PROFILE VIEW
(01 OF 10)

SHEET No. 22



1" = 40' Horizontal
1" = 2' Vertical

| | | |



1" = 40' Horizontal
1" = 2' Vertical

RT - 65.06	CL - 66.1 RT - 65.27	CL - 66.1 RT - 65.44	CL - 66.1 RT - 65.54	CL - 66.0 RT - 65.64	CL - 66.2 RT - 65.75	CL - 66.6 RT - 65.86	CL - 66.9 RT - 66.04	CL - 67.1 RT - 66.17	CL - 67.1 RT - 66.28	CL - 67.4 RT - 66.43	CL - 67.3 RT - 66.58	CL - 67.4 RT - 66.74	CL - 67.6 RT - 66.88	CL - 67.7 RT - 67.05	CL - 67.9 RT - 67.23	CL - 68.1 RT - 67.41	CL - 68.3 RT - 67.61	CL - 68.5 RT - 67.80	CL - 68.7 RT - 67.93	CL - 68.8 RT - 68.05	CL - 68.7 RT - 68.19	CL - 69.0 RT - 68.48	CL - 69.1 RT - 68.57	CL - 69.1 RT - 68.83	CL - 69.2 RT - 68.90	CL - 69.5 RT - 69.14	CL - 69.7 RT - 69.34	CL - 69.9 RT - 69.62	CL - 70.2 RT - 69.89	CL - 70.5

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

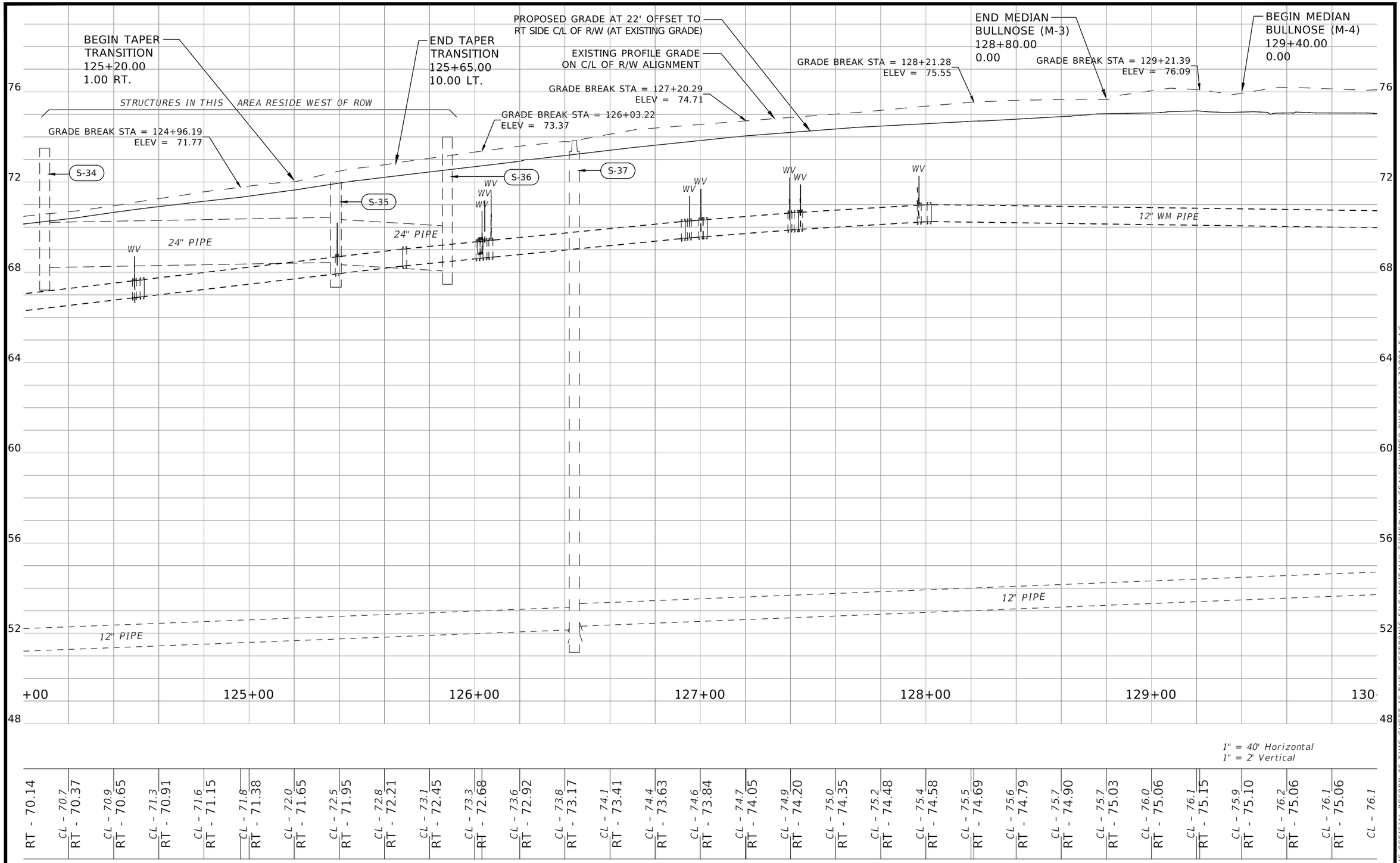
OCALA City Engineer's Office

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

PROFILE VIEW (03 OF 10)

SHEET No. 24

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

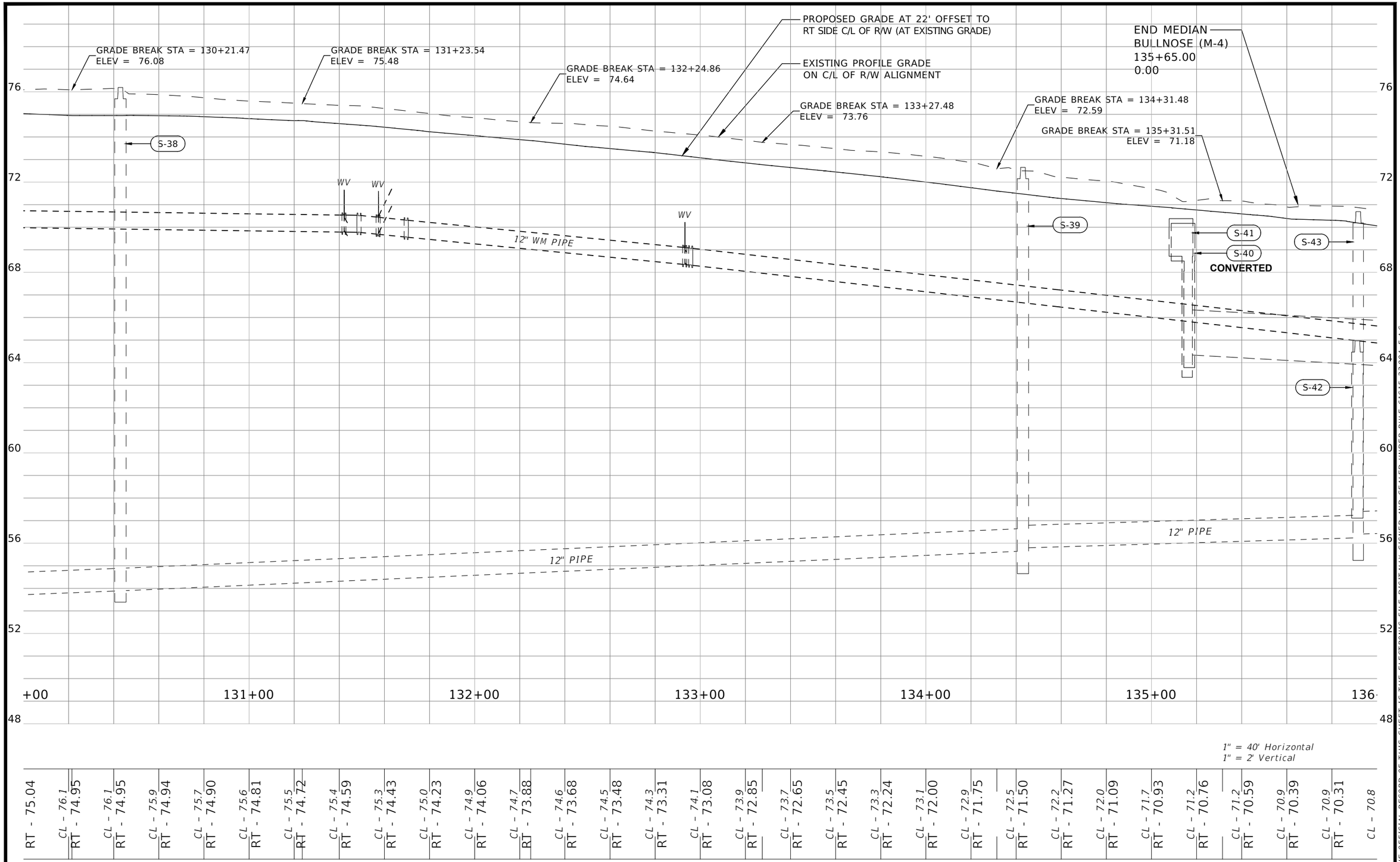
PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

PROFILE VIEW (04 OF 10)

SHEET No. 25

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

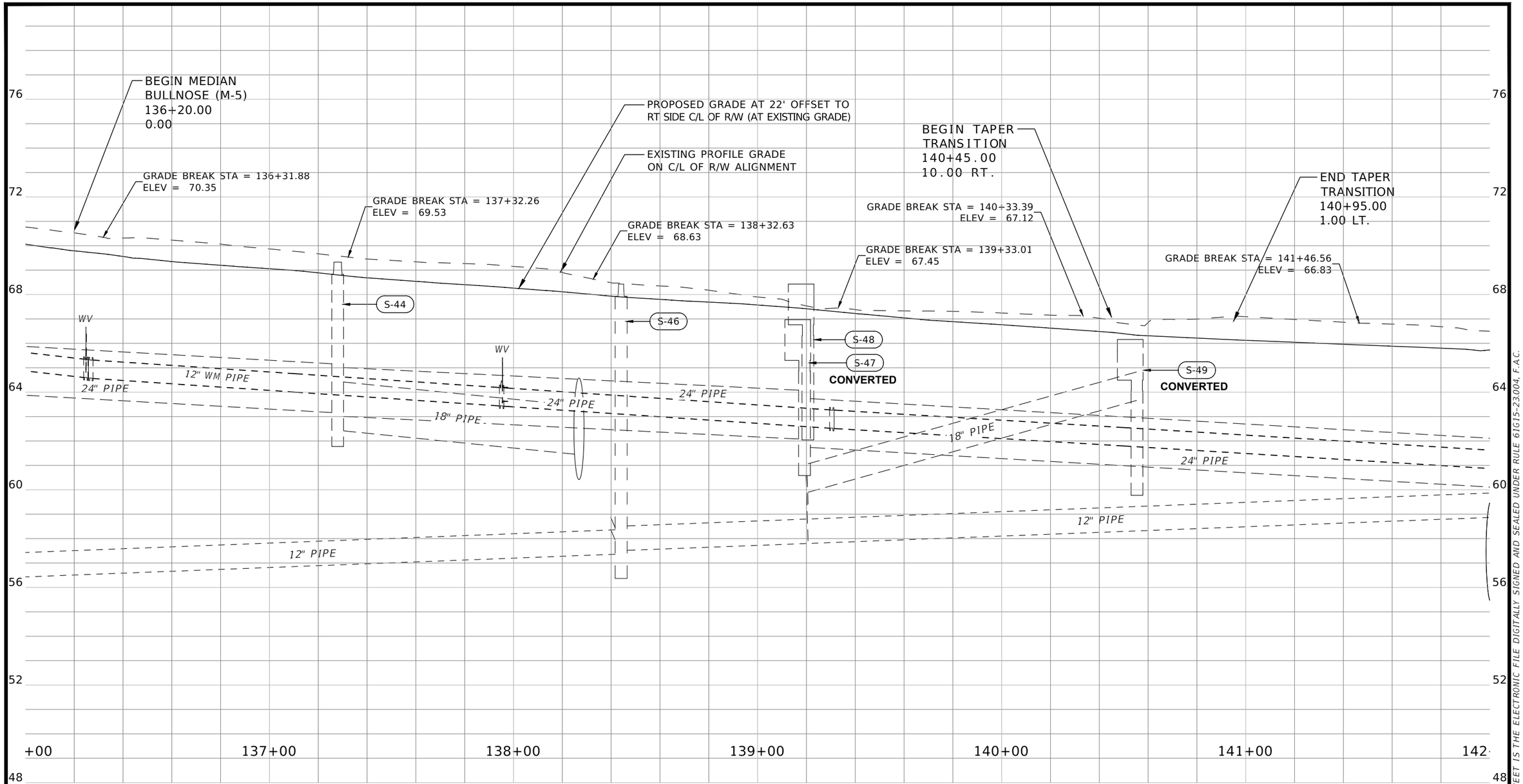
PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

PROFILE VIEW
(05 OF 10)

SHEET No. 26

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



1" = 40' Horizontal
1" = 2' Vertical

RT - 70.06	CL - 70.5 RT - 69.79	CL - 70.3 RT - 69.56	CL - 70.2 RT - 69.35	CL - 70.1 RT - 69.20	CL - 69.9 RT - 69.06	CL - 69.7 RT - 68.89	CL - 69.5 RT - 68.69	CL - 69.3 RT - 68.54	CL - 69.3 RT - 68.40	CL - 69.2 RT - 68.26	CL - 68.9 RT - 68.11	CL - 68.5 RT - 67.93	CL - 68.4 RT - 67.80	CL - 68.2 RT - 67.69	CL - 67.9 RT - 67.57	CL - 67.5 RT - 67.42	CL - 67.4 RT - 67.22	CL - 67.3 RT - 67.04	CL - 67.3 RT - 66.89	CL - 67.2 RT - 66.76	CL - 67.2 RT - 66.62	CL - 67.0 RT - 66.48	CL - 66.9 RT - 66.31	CL - 67.0 RT - 66.22	CL - 67.1 RT - 66.12	CL - 67.0 RT - 66.04	CL - 66.9 RT - 65.96	CL - 66.8 RT - 65.88	CL - 66.7 RT - 65.80	CL - 66.5

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

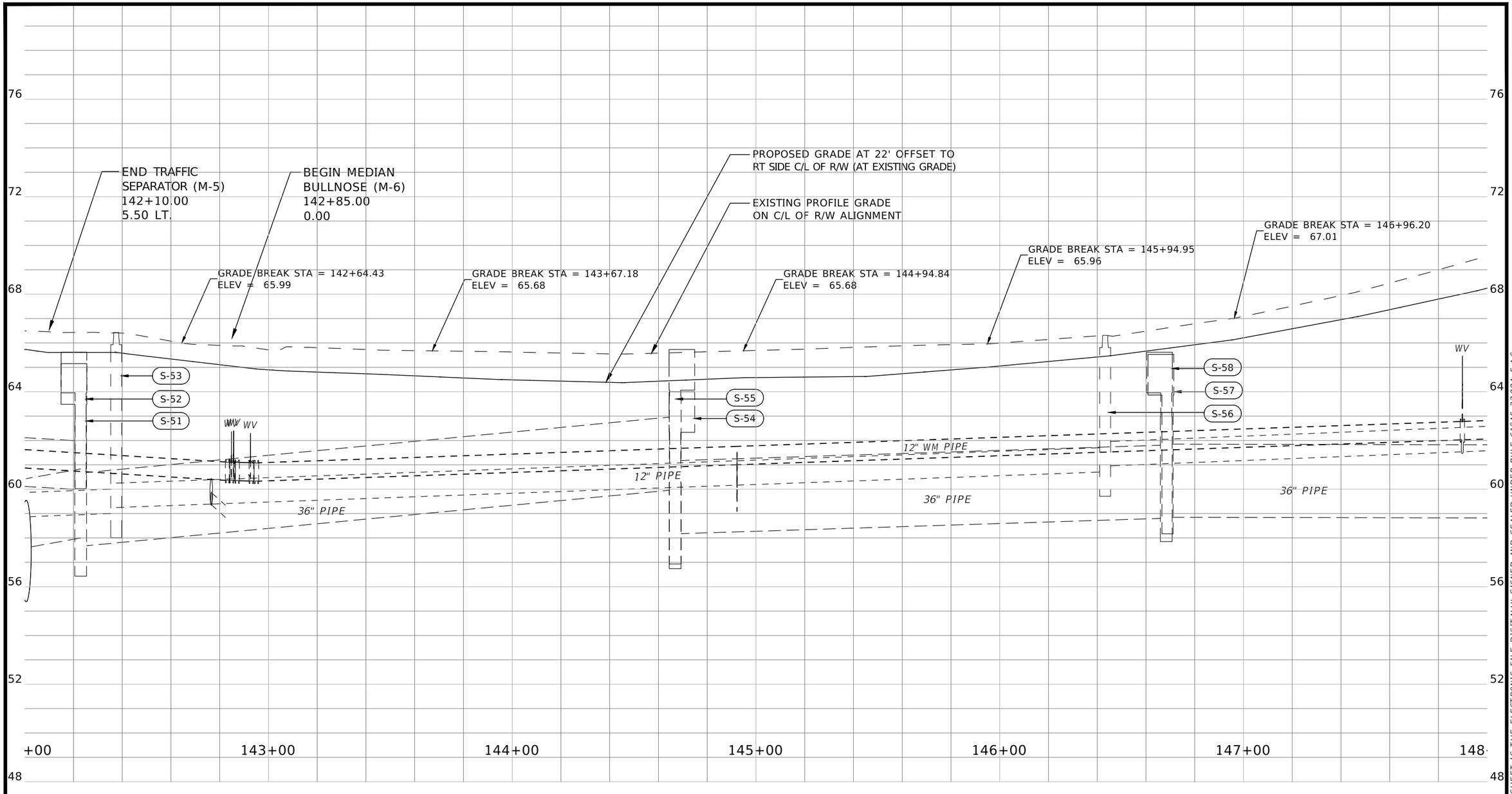
OCALA
City Engineer's Office

PROJECT No. 14101
PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

PROFILE VIEW
(06 OF 10)

SHEET No. 27

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



1" = 40' Horizontal
1" = 2' Vertical

RT - 65.73	CL - 66.4 RT - 65.61	CL - 66.4 RT - 65.58	CL - 66.1 RT - 65.34	CL - 65.9 RT - 65.11	CL - 65.7 RT - 64.90	CL - 65.8 RT - 64.80	CL - 65.7 RT - 64.73	CL - 65.7 RT - 64.65	CL - 65.7 RT - 64.56	CL - 65.6 RT - 64.49	CL - 65.6 RT - 64.43	CL - 65.6 RT - 64.38	CL - 65.6 RT - 64.43	CL - 65.6 RT - 64.51	CL - 65.7 RT - 64.58	CL - 65.7 RT - 64.60	CL - 65.8 RT - 64.62	CL - 65.9 RT - 64.74	CL - 65.9 RT - 64.89	CL - 66.0 RT - 65.05	CL - 66.1 RT - 65.24	CL - 66.3 RT - 65.42	CL - 66.5 RT - 65.66	CL - 66.8 RT - 65.92	CL - 67.1 RT - 66.21	CL - 67.5 RT - 66.58	CL - 67.9 RT - 66.95	CL - 68.5 RT - 67.36	CL - 69.0 RT - 67.80	CL - 69.5

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

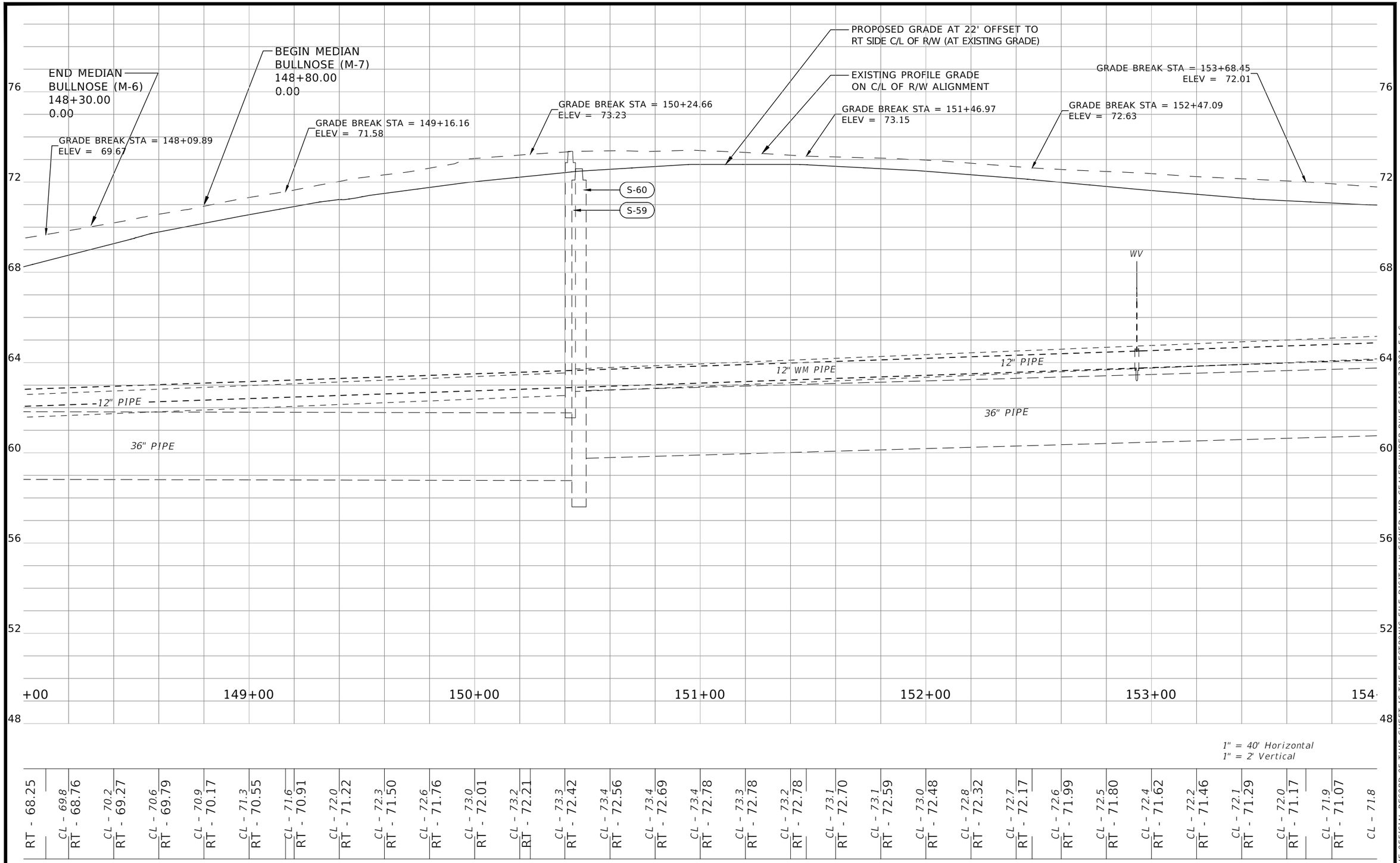
OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

PROFILE VIEW (07 OF 10)

SHEET No. 28



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

PROFILE VIEW (08 OF 10)

SHEET No. 29

END MEDIAN BULLNOSE (M-7)
155+30.00
0.00

BEGIN MEDIAN BULLNOSE (M-8)
155+70.00
0.00

PROPOSED GRADE AT 22' OFFSET TO RT SIDE C/L OF R/W (AT EXISTING GRADE)

EXISTING PROFILE GRADE ON C/L OF R/W ALIGNMENT

GRADE BREAK STA = 154+78.76
ELEV = 71.51

GRADE BREAK STA = 155+78.76
ELEV = 70.76

GRADE BREAK STA = 156+94.41
ELEV = 71.47

GRADE BREAK STA = 158+14.74
ELEV = 71.93

GRADE BREAK STA = 159+20.24
ELEV = 72.35

S-63
S-62
S-61
S-65
S-64
S-68
S-67
S-66

WV
WV
WV

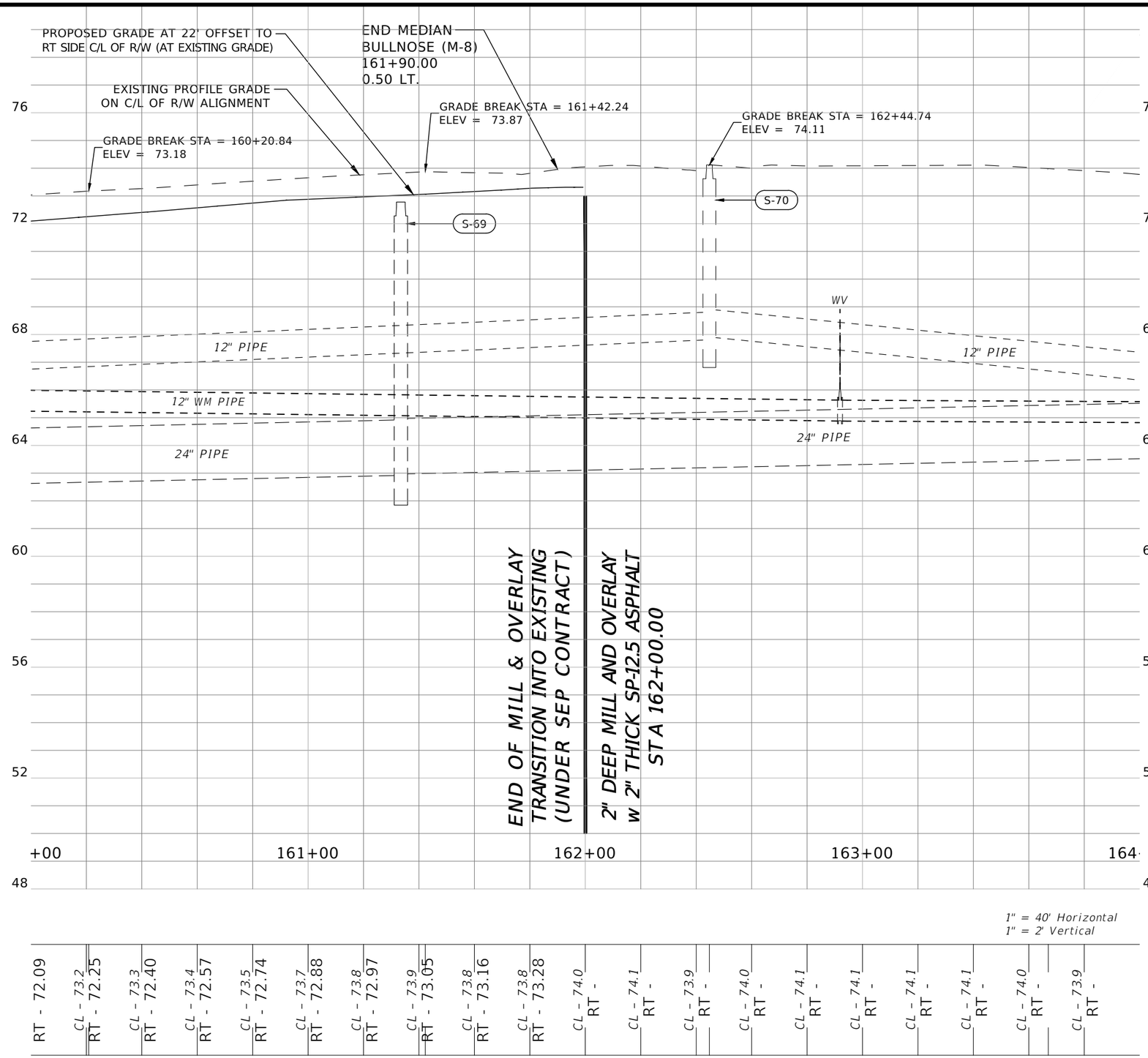
12" PIPE
12" WM PIPE
24" PIPE
24" PIPE
12" PIPE
24" PIPE

76
72
68
64
60
56
52
48

+00
155+00
156+00
157+00
158+00
159+00
160

1" = 40' Horizontal
1" = 2' Vertical

| | | |



1" = 40' Horizontal
1" = 2' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

PROFILE VIEW (10 OF 10)

SHEET No. 31

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

N

1" = 40'

SW 20th ST

(TO REMAIN)

103+19.95
48.00 *LT.*
(REF)

BIKE LANE END

10' WIDE SPECIAL EMPHASIS WHITE CROSSWALK
CL 100+66.75
CL 100+75.75

RESTORE SOLID WHITE PED XING

APPLY 24" SOLID WHITE STOP BAR CL 100+81.75

APPLY 6" SOLID WHITE LANE w W/R RPM's AT 20' O.C. (TYP)

APPLY 6" SKIP WHITE (10'-30') w W/R RPM @ 40' O.C.

APPLY 6" SOLID YELLOW LINE

10' 5'

APPLY WHITE DIRECTION ARROW (2 PLACES)

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

APPLY 6" SKIP WHITE (2'-4')

135'

85' TO LANE TAPER

25'

15'

RIGHT of WAY

RESTORE MD/Y RPM's AROUND BULLNOSE PER FDOT DETAIL "E" (INDEX #706-001)

APPLY SOLID YELLOW TRAFFIC SEPARATOR BULLNOSE EXTENSION WITH Y/Y RPM'S

SW 44th CT

8'

+17.50
22.00 *LT.*

+17.50
10.00 *LT.*

Beg. STA. 100+00.00

101 *102* *103* *104*

100

PED XING FROM SEP CONTRACT SHOWN FOR REFERENCE (TYPICAL)

2.5'

PI STA. 102+96.82

SW 44th AVE

BEGIN PROJECT
STA. 100+43.00

RIGHT of WAY

MATCHLINE STA. - 104+16.00

18"

24"

RESTORE SOLID WHITE PED XING

SW 20th ST

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

APPLY 6" SKIP WHITE (10'-30') w W/R RPM @ 40' O.C.

APPLY 6" SOLID YELLOW LINE

(TO REMAIN)

ERECT R3-17 "BIKE LANE" SIGN 24"x18" AND PAVEMENT MARKINGS
101+30.00
48.00 *RT.*

EXISTING SIGN TO BE RELOCATED

ERECT R2-1 (RELOCATED) "SPEED LIMIT 45" SIGN 30"x36"
102+80.00
48.00 *RT.*

ERECT R2-1 "SPEED LIMIT 45" SIGN 30"x36"
102+80.00
5.00 *RT.*

INTERSECTION IMPROVEMENTS AT SW 44th AVENUE & SW 20th STREET UNDER SEPARATE CONTRACT

R E V I S I O N S			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

SIGNING & PAVEMENT MARKING (01 OF 11)

SHEET No. 32

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

N

1" = 40'

INSTALL TUBULAR MARKER 6' BACK (INDEX #711-001) 105+02.00 0.00

APPLY 6" SOLID YELLOW LINE

APPLY MD/Y RPM's AROUND BULLNOSE PER FDOT DETAIL "E" (INDEX #706-001)

APPLY 6" SKIP YELLOW (6'-10') (TYP EACH SIDE)

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

APPLY 6" SKIP WHITE (10'-30') w W/R RPM @ 40' O.C.

APPLY 6" SOLID YELLOW LINE

RIGHT of WAY

105 106 107 108 109 110

12' 12' 12' 12' 4'

SW 44th AVE

asphalt driveway

RIGHT of WAY

asphalt driveway

APPLY 6" SOLID YELLOW LINE

APPLY MD/Y RPM's AROUND BULLNOSE PER FDOT DETAIL "E" (INDEX #706-001)

INSTALL TUBULAR MARKER 6' BACK (INDEX #711-001) 106+03.00 0.00

LANE ENDS RIGHT MERGE

EXISTING (2) SIGNS TO BE REMOVED

ERECT R6-1(R) "ONE WAY" SIGN 36"x6" 108+35.00 5.00 *RT.*

ONE WAY

APPLY 6" SOLID YELLOW LINE

APPLY 6" SKIP WHITE (10'-30') w W/R RPM @ 40' O.C.

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

MATCHLINE STA. - 104+16.00

MATCHLINE STA. - 110+32.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

SIGNING & PAVEMENT MARKING (02 OF 11)

SHEET No. 33

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisicplinary Projects\2014\14101 - SW 44th Avenue Lane Expansion - Phase 3\14101011102\SignAndMarking\DSGNSP01.dwg

MATCHLINE STA. - 110+32.00

MATCHLINE STA. - 116+48.00

1" = 40'

ERECT R3-17
"BIKE LANE"
SIGN 24"x18"
AND PAVEMENT
MARKINGS
116+40.00
47.00 *LT.*

APPLY 6" SOLID
YELLOW LINE

APPLY 6" SKIP WHITE
(10'-30') w W/R RPM
@ 40' O.C.

APPLY (2) 6" SOLID
WHITE BIKE LANE
(INDEX 711-001)

MEDIAN ID
REF No. (TYP)

RIGHT of WAY

SW 44th AVE

4

12'

12'

111

112

113

114

115

116

M-1

PC STA. 112+98.50

PCC STA. 113+84.57

PCC STA. 114+70.62

PCC STA. 115+74.86

12'

12'

4'

RIGHT of WAY

14

12"

14"

10"

9"

13"

16"

10"

15"

16"

14"

APPLY 6" SOLID
YELLOW LINE

APPLY 6" SKIP WHITE
(10'-30') w W/R RPM
@ 40' O.C.

APPLY (2) 6" SOLID
WHITE BIKE LANE
(INDEX 711-001)

EXISTING (2)
SIGNS TO BE
REMOVED

ERECT R3-17
"BIKE LANE"
SIGN 24"x18"
AND PAVEMENT
MARKINGS
113+85.00
48.00 *RT.*

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

R E V I S I O N S			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA
City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

SIGNING & PAVEMENT MARKING (03 OF 11)

SHEET No. 34

MATCHLINE STA. - 116+48.00

MATCHLINE STA. - 122+64.00

1" = 40'

ERECT R6-1(R) "ONE WAY" SIGN 36"x12" 120+00.00 6.00 *LT.*

ERECT R2-1 "SPEED LIMIT 45" SIGN 30"x36" 121+25.00 48.00 *LT.*

ERECT R2-1 "SPEED LIMIT 45" SIGN 30"x36" 121+25.00 0.00

INSTALL TUBULAR MARKER 6' BACK (INDEX #711-001) 122+22.00 0.02 *RT.*

ERECT R3-17 "BIKE LANE" SIGN 24"x18" AND PAVEMENT MARKINGS 122+50.00 48.00 *LT.*

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

INSTALL TUBULAR MARKER 6' BACK (INDEX #711-001) 116+82.00 0.00 *RT.*

APPLY 6" SKIP YELLOW (6'-10') (TYP EACH SIDE)

APPLY WHITE BIKE LANE MARKING 118+45.00 35.50 *LT.*

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

APPLY 6" SKIP WHITE (10'-30') w W/R RPM @ 40' O.C.

APPLY 6" SKIP YELLOW (6'-10') (TYP EACH SIDE)

APPLY 6" SOLID YELLOW LINE

8' WIDE SPECIAL EMPHASIS WHITE CROSSWALK

APPLY (2) 6" DOUBLE WHITE (2'-4') AT BIKE LANE (INDEX 711-001)

APPLY 6" SOLID YELLOW LINE

LIFT STATION No 1425

asphalt driveway

RIGHT of WAY

116+76.50 33.50 *LT.*

117+81.50 33.50 *LT.*

118+31.50 33.50 *LT.*

SW 44th AVE

117 118 119 120 121 122

12' 12' 12' 12' 4'

M-2

PCC STA. 116+79.10

PCC STA. 121+24.58

121+72.00 33.50 *RT.*

122+22.00 33.50 *RT.*

SW 13th ST

asphalt driveway

RIGHT of WAY

14" 16" 12" 16" 16" 12" 13" 16" 24"

APPLY 6" SKIP YELLOW (6'-10') (TYP EACH SIDE)

APPLY MD/Y RPM's AROUND BULLNOSE PER FDOT DETAIL "E" (INDEX #706-001)

APPLY 6" SOLID YELLOW LINE

INSTALL TUBULAR MARKER 6' BACK (INDEX #711-001) 117+68.00 0.00 *LT.*

APPLY MD/Y RPM's AROUND BULLNOSE PER FDOT DETAIL "E" (INDEX #706-001)

APPLY 6" SOLID YELLOW LINE

APPLY 6" SKIP WHITE (10'-30') w W/R RPM @ 40' O.C.

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

APPLY WHITE BIKE LANE MARKING 121+52.00 37.00 *RT.*

APPLY (2) 6" DOUBLE WHITE (2'-4') AT BIKE LANE (INDEX 711-001)

APPLY MD/Y RPM's AROUND BULLNOSE PER FDOT DETAIL "E" (INDEX #706-001)

8' WIDE SPECIAL EMPHASIS WHITE CROSSWALK

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

SIGNING & PAVEMENT MARKING (04 OF 11)

SHEET No. 35

MATCHLINE STA. - 122+64.00

MATCHLINE STA. - 128+80.00

1" = 40'

APPLY MD/Y RPM's AROUND BULLNOSE PER FDOT DETAIL "J" (INDEX #706-001)

APPLY WHITE LT TURN ARROW (20' BEHIND LINE)

APPLY 6" SOLID WHITE TURN LANE w W/R RPM's AT 20' O.C.

APPLY WHITE LT TURN ARROW (EQ SPACE BETWEEN END LT ARROWS)

APPLY WHITE LT TURN ARROW (15' BEHIND LINE)

APPLY 6" SKIP WHITE (2'-4') LEFT TURN LANE

ERECT R6-1(R) "ONE WAY" SIGN 36"x12" 125+50.00 3.00 *RT.*

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

APPLY 6" SKIP WHITE (10'-30') w W/R RPM @ 40' O.C.

APPLY 6" SOLID YELLOW LINE

INSTALL TUBULAR MARKER 6' BACK (INDEX #711-001) 128+72.00 0.00

asphalt driveway

RIGHT of WAY

122+83.00 10.00 *LT.*

124+60.00 10.00 *LT.*

SW 46th AVE

PT STA. 125+70.04

123 124 125 126 127 128

M-3

4' 12' 12' 11.5'

12' 12' 4'

123+10.00 33.50 *RT.*

SW 13th ST

RIGHT of WAY

16" 13" 13"

APPLY 24" SOLID WHITE STOP BAR 52.00 *RT.*

8' WIDE SPECIAL EMPHASIS WHITE CROSSWALK

ERECT R3-17 "BIKE LANE" SIGN 24"x18" AND PAVEMENT MARKINGS 123+40.00 48.00 *RT.*

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

APPLY 6" SKIP WHITE (10'-30') w W/R RPM @ 40' O.C.

APPLY 6" SOLID YELLOW LINE

SPEED LIMIT 45

ERECT R2-1 "SPEED LIMIT 45" SIGN 30"x36" 126+00.00 48.00 *RT.*

SPEED LIMIT 45

ERECT R2-1 "SPEED LIMIT 45" SIGN 30"x36" 126+00.00 5.00 *RT.*

APPLY MD/Y RPM's AROUND BULLNOSE PER FDOT DETAIL "E" (INDEX #706-001)

INSTALL TUBULAR MARKER 6' BACK (INDEX #711-001) 122+86.00 5.50 *RT.*

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

SIGNING & PAVEMENT MARKING (05 OF 11)

SHEET No. 36

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisciplinary Projects\2014\14101 - SW 44th Avenue Lane Expansion - Phase 3\14101011102\SigningAndMarking\DSGNSP01.dwg

N

1" = 40'

APPLY 6" SKIP YELLOW (6'-10') (TYP EACH SIDE)

APPLY MD/Y RPM's AROUND BULLNOSE PER FDOT DETAIL "E" (INDEX #706-001)

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

APPLY 6" SKIP WHITE (10'-30') w W/R RPM @ 40' O.C.

APPLY 6" SOLID YELLOW LINE

APPLY WHITE BIKE LANE MARKING
133+00.00
36.50 *LT.*

RIGHT of WAY

asphalt driveway

SW 46th AVE

PC STA. 129+62.39

129 130 131 132 133 134

M-4

4' 12' 12'

12' 12' 4'

RIGHT of WAY

asphalt driveway

APPLY 6" SKIP YELLOW (6'-10') (TYP EACH SIDE)

INSTALL TUBULAR MARKER 6' BACK (INDEX #711-001)
129+51.00
0.00

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

APPLY 6" SKIP WHITE (10'-30') w W/R RPM @ 40' O.C.

APPLY 6" SOLID YELLOW LINE

APPLY WHITE BIKE LANE MARKING
133+00.00
36.50 *RT.*

MATCHLINE STA. – 128+80.00

MATCHLINE STA. – 134+96.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

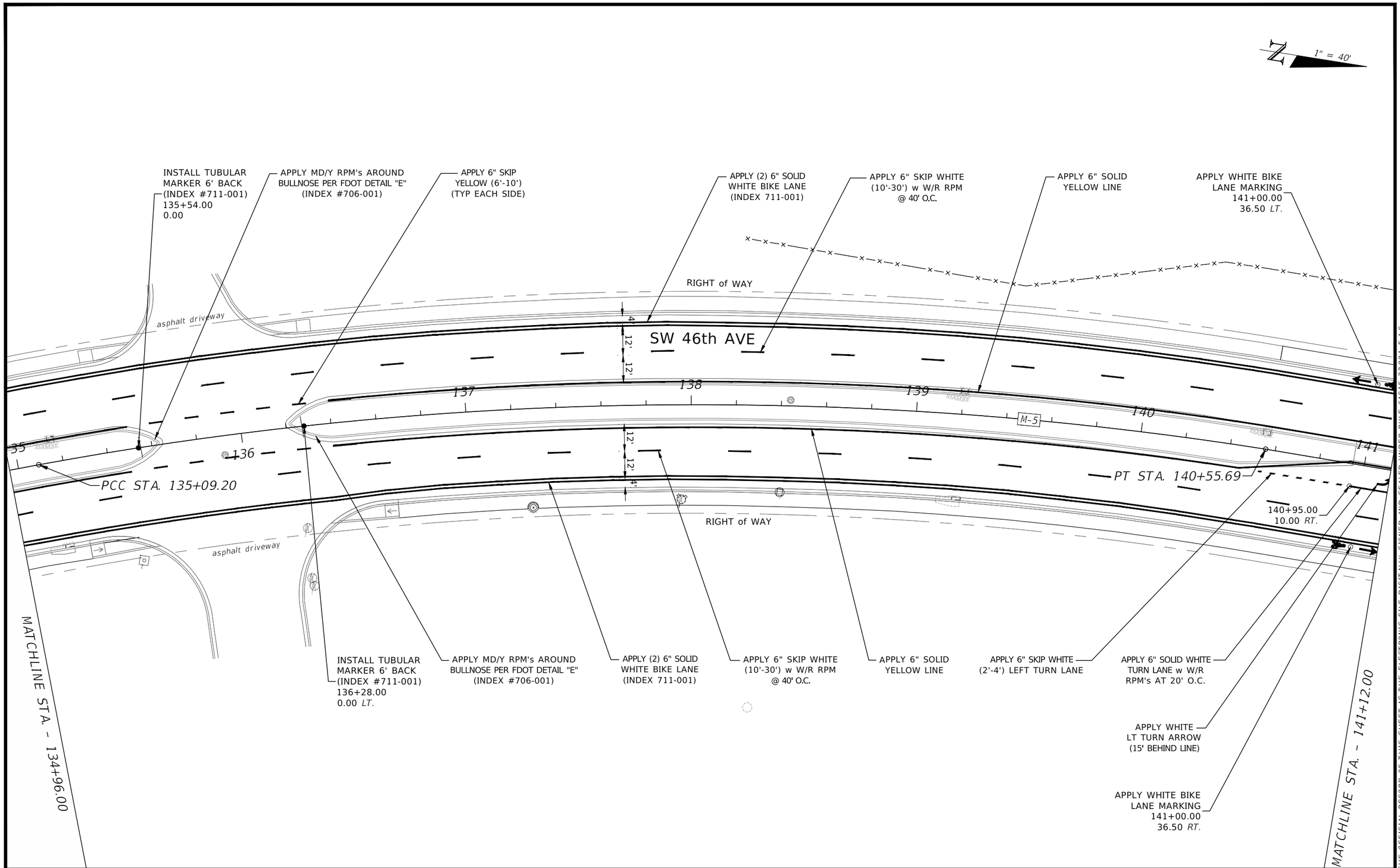
OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

SIGNING & PAVEMENT MARKING (06 OF 11)

SHEET No. 37



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

SIGNING & PAVEMENT MARKING (07 OF 11)

SHEET No. 38

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisicplinary Projects\2014\14101 - SW 44th Avenue Lane Expansion - Phase 3\14101011102\SigningAndMarking\DSGNSP01.dwg

1" = 40'

INSTALL TUBULAR MARKER 6' BACK (INDEX #711-001)
142+02.00
4.50 *LT.*

APPLY MD/Y RPM's AROUND BULLNOSE PER FDOT DETAIL "J" (INDEX #706-001)

APPLY 6" SKIP YELLOW (6'-10') (TYP EACH SIDE)

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

APPLY 6" SKIP WHITE (10'-30') w W/R RPM @ 40' O.C.

APPLY 6" SOLID YELLOW LINE

44"

30"

12"

CONC APRON

RIGHT of WAY

SW 46th AVE

142 143 144 145 146 147

M-6

4' 12' 12' 4' 11.5' 12' 12' 4'

PI STA. 142+37.39

CONC APRON

32"

RIGHT of WAY

APPLY WHITE LT TURN ARROW (25' BEHIND LINE)

APPLY 6" SOLID WHITE TURN LANE w W/R RPM's AT 20' O.C.

INSTALL TUBULAR MARKER 6' BACK (INDEX #711-001)
142+93.00
0.00 *RT.*

APPLY MD/Y RPM's AROUND BULLNOSE PER FDOT DETAIL "E" (INDEX #706-001)

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

APPLY 6" SKIP WHITE (10'-30') w W/R RPM @ 40' O.C.

APPLY 6" SOLID YELLOW LINE

MATCHLINE STA. - 141+12.00

MATCHLINE STA. - 147+28.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

SIGNING & PAVEMENT MARKING (08 OF 11)

SHEET No. 39

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisciplinary Projects\2014\14101 - SW 44th Avenue Lane Expansion - Phase 3\14101011102\SigningAndMarking\DSGNSP01.dwg

1" = 40'

APPLY MD/Y RPM's AROUND BULLNOSE PER FDOT DETAIL "E" (INDEX #706-001)

INSTALL TUBULAR MARKER 6' BACK (INDEX #711-001) 148+22.00 0.00

APPLY 6" SKIP YELLOW (6'-10') (TYP EACH SIDE)

APPLY WHITE BIKE LANE MARKING 150+00.00 36.50 *LT.*

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

APPLY 6" SKIP WHITE (10'-30') w W/R RPM @ 40' O.C.

APPLY 6" SOLID YELLOW LINE

RIGHT of WAY

SW 46th AVE

4'
12'
12'

148 149 150 151 152 153

M-7

12'
12'
4'

CONC APRON CONC APRON

RIGHT of WAY

INSTALL TUBULAR MARKER 6' BACK (INDEX #711-001) 148+88.00 0.00

APPLY MD/Y RPM's AROUND BULLNOSE PER FDOT DETAIL "E" (INDEX #706-001)

ONE WAY

ERECT R6-1(R) "ONE WAY" SIGN 36"x12" 149+25.00 6.00 *RT.*

APPLY WHITE BIKE LANE MARKING 150+00.00 36.50 *RT.*

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

APPLY 6" SKIP WHITE (10'-30') w W/R RPM @ 40' O.C.

APPLY 6" SOLID YELLOW LINE

MATCHLINE STA. - 147+28.00

MATCHLINE STA. - 153+44.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

SIGNING & PAVEMENT MARKING (09 OF 11)

SHEET No. 40

N

1" = 40'

ERECT R6-1(R)
"ONE WAY"
SIGN 36"x12"
154+95.00
6.00 *LT.*

APPLY MD/Y RPM's
AROUND BULLNOSE
PER FDOT DETAIL "E"
(INDEX #706-001)

INSTALL TUBULAR
MARKER 6' BACK
(INDEX #711-001)
155+22.00
0.00

APPLY 6" SKIP
YELLOW (6'-10')
(TYP EACH SIDE)

APPLY (2) 6" SOLID
WHITE BIKE LANE
(INDEX 711-001)

APPLY 6" SKIP WHITE
(10'-30') w W/R RPM
@ 40' O.C.

APPLY 6" SOLID
YELLOW LINE

APPLY WHITE BIKE
LANE MARKING
159+50.00
36.50 *LT.*

RIGHT of WAY

CONC APRON

SW 46th AVE

154 155 156 157 158 159

M-8

PI STA. 155+64.96

CONC APRON CONC APRON

RIGHT of WAY

INSTALL TUBULAR
MARKER 6' BACK
(INDEX #711-001)
155+78.00
0.00

APPLY MD/Y RPM's
AROUND BULLNOSE
PER FDOT DETAIL "E"
(INDEX #706-001)

ERECT R6-1(R)
"ONE WAY"
SIGN 36"x12"
156+00.00
6.00 *RT.*

APPLY (2) 6" SOLID
WHITE BIKE LANE
(INDEX 711-001)

APPLY 6" SKIP WHITE
(10'-30') w W/R RPM
@ 40' O.C.

APPLY 6" SOLID
YELLOW LINE

*APPLY WHITE BIKE
LANE MARKING*
159+50.00
36.50 *RT.*

MATCHLINE STA. - 153+44.00

MATCHLINE STA. - 159+60.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

SIGNING & PAVEMENT MARKING (10 OF 11)

SHEET No. 41

1" = 40'

CONTINUATION OF IMPROVEMENTS
ALONG SW 46th AVE TO SR40
UNDER SEPARATE CONTRACT

APPLY (2) 6" SOLID
WHITE BIKE LANE
(INDEX 711-001)

APPLY MD/Y RPM's
AROUND BULLNOSE
PER FDOT DETAIL "E"
(INDEX #706-001)

APPLY 6" SKIP WHITE
(10'-30') w W/R RPM
@ 40' O.C.

APPLY 6" SOLID
YELLOW LINE

INSTALL TUBULAR
MARKER 6' BACK
(INDEX #711-001)
161+82.00
0.00

20' WIDE CURBED MEDIAN
SHOWN FOR REFERENCE ONLY
(UNDER SEPARATE CONTRACT)

RIGHT of WAY

SW 46th AVE

4'
12'
12'

160 161 162 163 164 165

M-8

12'
12'
4'

PAVEMENT MARKINGS
BEYOND STA. 162+00
SHOWN FOR REFERENCE
UNDER SEPARATE CONTRACT

CONC APRON

CONC APRON

RIGHT of WAY

APPLY (2) 6" SOLID
WHITE BIKE LANE
(INDEX 711-001)

APPLY 6" SKIP WHITE
(10'-30') w W/R RPM
@ 40' O.C.

APPLY 6" SOLID
YELLOW LINE

APPLY 6" SKIP
YELLOW (6'-10')
(TYP EACH SIDE)

END PROJECT
for SIGNING AND
PAVEMENT MARKING
STA. 162+00.00

MATCHLINE STA. - 159+60.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

SIGNING & PAVEMENT MARKING (11 OF 11)

SHEET No. 42

File #: BR-2025-168 Agenda Item #: 10b.

Submitted By: Paul Constable

Presentation By: Sean Lanier

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):
Adopt Budget Resolution 2025-168 amending the Fiscal Year 2024-25 budget to transfer funds from the Infrastructure Sales Surtax reserve for contingencies account for Phase 3 of the SW 44th/46th Avenues Four-Lane Expansion project in the amount of $3,777,046

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, Fiscally Sustainable

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The SW 44th/46th Avenue Four-Lane Expansion Project (the Project), Phase 3 (shown as Phase III on the attached 44th Avenue Extension Overview Map), consists of the widening of SW 44th/46th Avenue from State Road 40 to SW 20th Street. Along with widening the roadway, the Project consists of stormwater modifications, four-foot-wide bike lanes, and sidewalk construction. The improvements under this project will create approximately 1.25 miles of roadway connectivity and alignment within the City of Ocala.

FINDINGS AND CONCLUSIONS:
On March 13, 2025, the City issued its Invitation to Bid (ITB) No.: CIP/250467 for Phase 3 of the SW 44th/46th Avenue Four-Lane Expansion Project. On April 30, 2025, four bids were received, on a unit price basis as follows:

Bidder Name & Office Location	Total Bid Amount
Commercial Industrial Corp Ocala, FL	**$3,433,677.44**
Superior Asphalt, Inc Brooksville, FL	$3,468,001.00
CW Roberts Contracting, Inc.	$3,705,999.86

Wildwood, FL	
Art Walker Construction, Inc. Lowell, FL	$3,729,239.00

Commercial Industrial Corp (CIC) was found to be the lowest responsible bidder with a total bid of $3,433,677.44. CIC has previously completed construction projects for the City, and their performance has been very satisfactory.

Staff requests a 10 percent contingency in the amount of $343,368 to allow the City Engineer to issue change orders to cover unforeseen conditions and other conflicts that may arise during construction. With the contingency, the total project budget is not to exceed $3,777,045.44.

Staff recommends approval.

FISCAL IMPACT:
The Infrastructure Sales Surtax Reserve for Contingencies account 120-099-999-541-81-99999 is an appropriate use for the project funding in the amount of $3,777,046. The expense account is Construction in Progress account 120-020-394-541-69-65010.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:
- Adopt with Changes
- Table
- Deny

BUDGET RESOLUTION 2025-168

A RESOLUTION AMENDING THE FISCAL YEAR 2024-25 BUDGET TO TRANSFER FUNDS FROM THE INFRASTRUCTURE SALES SURTAX RESERVE FOR CONTINGENCIES ACCOUNT FOR PHASE 3 OF THE SW 44th/46th AVENUE PROJECT TOTALING $3,777,046

WHEREAS, the SW 44th/46th Avenue 4-Lane Expansion Project ("the Project") Phase 3 (shown as Phase III on the attached 44th Avenue Extension Overview Map) consists of the widening of SW 44th/46th Avenue from State Road 40 to SW 20th Street; and

WHEREAS, the project also includes stormwater modifications, four-foot-wide bike lanes, and sidewalk construction; and

WHEREAS, the project will create approximately 1.25 miles of connectivity and alignment of roadway within the City of Ocala; and

WHEREAS, this project should be funded this fiscal year to complete construction promptly; and

WHEREAS, the Infrastructure Sales Surtax reserve for contingencies account has a balance of $7,808,573 and is an appropriate use for the project funding.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2024-25 budget be amended as outlined below.

SOURCE:

120-099-999-541-81-99999	Reserve for Contingencies	($3,777,046)

USE:

120-020-394-541-69-65010	Construction in Progress	$3,777,046

This resolution adopted this _____ day of _____, 2025.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Kristen M. Dreyer
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

Southwest 60th Avenue
Southwest 60th Avenue
Northwest 60th Avenue
Southwest 38th Street
Country Green
(Future)
Ocala Ridge
Ocala
Fire Station #6
Southwest 48th Avenue
NW/SW 44th Avenue
Extension Project
Saddlewood
Elementry School
Wintergreen
(Future)
Southwest 46th Avenue
Southwest 20th Street
Cheddars &
Wawa
Southwest 43rd Court
West Silver Springs Boulevard
Northwest 44th Avenue
Northwest 44th Ave
Southwest College Road
I 75
Southwest 38th Avenue
I 75
I 75
I 75
College of
Central Florida
Southwest 33rd Avenue
FedEx Ground
Chewy
Amazon
Northwest 35th Avenue Road
Polly palmer
park
I-75 Loop
AutoZone
Distribution Center
Southwest 27th Avenue
Northwest 27th Avenue
Trinity
Catholic High
Northwest 10th Street
Northwest 35th Street
Northwest 42nd Street
Southwest 7th Avenue
Northwest 22nd Street
Pine Avenue
Pine Avenue
470

NW/SW 44th Avenue Extension
Project Overview:

- Completed 4-lane Segment
- Phase IA (Completed)
- Phase IB (In Progress), Construction Started Feb./2024, Est. Completion May/2025
- Phase II (Completed),
- Phase III (Advertised for BID March 2025), Construction Start Summer/Fall 2025
- I-75 Loop

M:\GIS\Department\Eng_Stormwater\Transportation\Traffic_Project\SW_44th_Ave_Extension

CITY OF OCALA
GOD BE WITH US
MARION COUNTY, FLORIDA

CITY ENGINEER'S OFFICE
TRANSPORTATION ENGINEERING
1805 NE 30th AVENUE, BLDG 300
OCALA, FLORIDA 34470-4877

CONTRACT PLANS

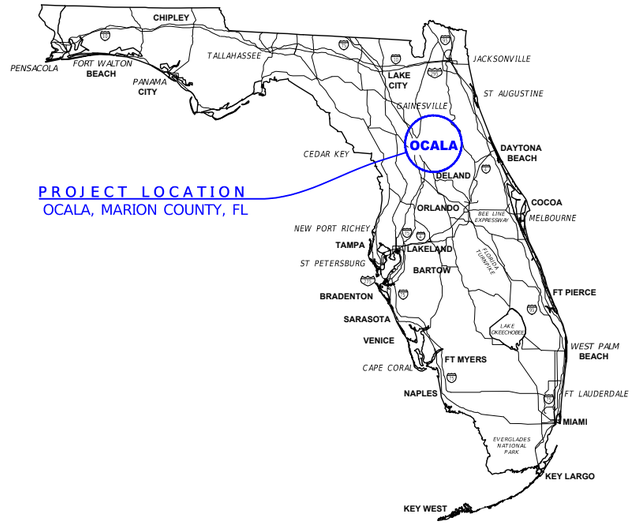
PROJECT ID: ENGCIP23-0011
CONTRACT No. CIP/250467

SOUTHWEST 44TH / 46TH AVENUE 4-LANE EXPANSION - PHASE 3

NORTH SIDE OF SW 20TH STREET TO STATE ROUTE 40
(PRESENTLY A 2-LANE CORRIDOR)

BID PLANS

ISSUE DATE: 03/14/2025



UTILITY COMPANIES

UTILITY COMPANY NAME	CONTACT	PHONE No	EMERGENCY
CITY OF OCALA WATER & SEWER	HECTOR A COLON, PE	(352) 401-6944	(352) 351-6782
CITY OF OCALA ELECTRIC UTILITY	STEVE C SHORT	(352) 351-6619	(352) 351-6666
CITY OF OCALA TELECOMMUNICATIONS (FOC)	BILL WEAKLAND	(352) 351-6912	N/A
CITY OF OCALA TRAFFIC	NICK BLIZZARD	(352) 351-6707	N/A
TECO PEOPLES GAS of OCALA	LANDON MEAHL	(352) 622-0112	(407) 408-5566
LUMEN TECHNOLOGIES (formerly CenturyLink)	JOHN PLAMONDON	(352) 425-4444	(352) 425-4444
COX COMMUNICATIONS of MARION	contact pending	(352) 873-5631	(888) 269-9693
AT&T of MARION	DINO FARRUGIO	(561) 997-0240	N/A

GOVERNING AGENCY DOCUMENTS

U.S. DEPARTMENT OF TRANSPORTATION, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2023 EDITION)

FLORIDA DEPARTMENT OF TRANSPORTATION, STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION (FY 2024-25 VERSION)

FLORIDA DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (FY 2024-25 VERSION)

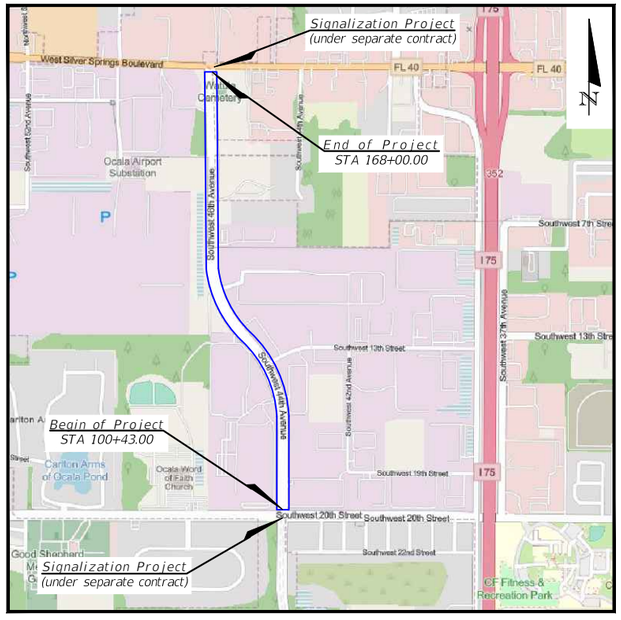
FLORIDA DEPARTMENT OF TRANSPORTATION, MANUAL ON UNIFORM MINIMUM STANDARDS FOR DESIGN CONSTRUCTION, AND MAINTENANCE OF STREET & HIGHWAYS "FLORIDA GREEN BOOK" (2018 EDITION)

CITY OF OCALA, LAND DEVELOPMENT CODE (CURRENT VERSION: MAY 17, 2024)

CITY OF OCALA, STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STREETS, STORMWATER, TRAFFIC, WATER & SEWER INFRASTRUCTURE (JANUARY 2025)

POSTED SPEED LIMIT

SW 44th/46th AVENUE (BETWEEN SW 20th STREET and SR 40)
MAINTAIN PRESENT SPEED LIMIT at 45 MPH



PROJECT LIMITS KEY MAP

NOT to SCALE

INDEX OF SHEETS

SHEET No	SHEET DESCRIPTION
01	ROADWAY KEY SHEET
02	SIGNATURE SHEET
03	GENERAL NOTES
04	ENVIRONMENTAL NOTES
05	ABBREVIATIONS & LEGENDS
06	SUMMARY OF PAY ITEMS
07	PROJECT OVERVIEW
08	TYPICAL CROSS SECTION(S)
09	TYPICAL DETAILS
10 thru 21	ROADWAY PLAN(S) (12 SHEETS)
22 thru 31	PROFILE VIEW(S) (10 SHEETS)
32 thru 42	SIGNING & PAVEMENT MARKING (11 SHEETS)

V01	TOPOGRAPHIC SURVEY CONTROL POINTS
V02 thru V13	TOPOGRAPHIC SURVEY (SUPPLEMENT AVAILABLE UPON REQUEST)

811 Know what's below. 811 before you dig.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

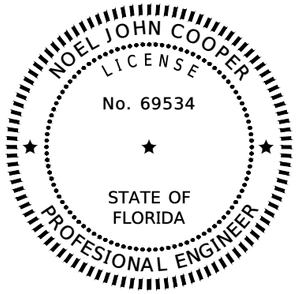
PREPARED BY
OCALA City Engineer's Office

PROJECT No. 14101
PROJECT: SW 44TH / 46TH AVE 4-LANE EXPANSION

ROADWAY KEY SHEET

SHEET No. 01

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



THIS ITEM HAS BEEN DIGITALLY SIGNED & SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED, AND THE SIGNATURE MUST BE VERIFIED ON ELECTRONIC COPIES

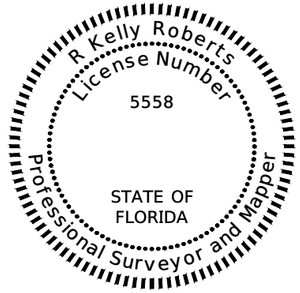
CITY OF OCALA
CITY ENGINEER'S OFFICE
TRANSPORTATION ENGINEERING
1805 NE 30TH AVE., BLDG. 300
OCALA, FLORIDA 34470

NOEL JOHN COOPER, PE No 69534

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET INDEX

01	-	ROADWAY KEY SHEET	07	-	PROJECT OVERVIEW
02	-	SIGNATURE SHEET	08	-	TYPICAL CROSS SECTION(S)
03	-	GENERAL NOTES	09	-	TYPICAL DETAILS
04	-	ENVIRONMENTAL NOTES	10 to 21	-	ROADWAY PLANS (12 SHEETS)
05	-	ABBREVIATIONS & LEGENDS	22 to 31	-	PROFILE VIEWS (12 SHEETS)
06	-	SUMMARY OF PAY ITEMS	32 to 42	-	SIGNING & PAVEMENT MARKING (11 SHEETS)



THIS ITEM HAS BEEN DIGITALLY SIGNED & SEALED BY

ON THE DATE ADJACENT TO THE SEAL

CITY OF OCALA
CITY ENGINEER'S OFFICE
CHIEF LAND SURVEYOR
1805 NE 30TH AVE., BLDG. 700a
OCALA, FLORIDA 34470

R KELLY ROBERTS, PLS No 5558

THE ABOVE NAMED PROFESSIONAL SURVEYOR & MAPPER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 5J-17.060,17.062, F.A.C.

SHEET INDEX

V01 to V13 - TOPOGRAPHIC SURVEY 19-00588 DATED: 08/08/2019 thru 09/29/2019

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT: SW 44TH / 46TH AVE 4-LANE EXPANSION

SIGNATURE SHEET

SHEET No. 02

GENERAL NOTES:

1. THE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION CONFERENCE WITH THE CITY OF OCALA ENGINEER OF RECORD.
2. THE CONTRACTOR SHALL APPLY FOR A CITY OF OCALA RIGHT-OF-WAY PERMIT NO LESS THAN FIVE (5) BUSINESS DAYS PRIOR TO STARTING THE PROPOSED CONSTRUCTION.
3. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. STATIONS AND OFFSETS ARE BASED ON ROADWAY PLANS.
4. THESE PLANS REFLECT CONDITIONS KNOWN AT THE TIME OF PLAN DEVELOPMENT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL PERTINENT UTILITY COMPANIES AT LEAST (7) FULL BUSINESS DAYS PRIOR TO CONSTRUCTION SO THAT THESE COMPANIES CAN FIELD STAKE THE LOCATION OF THEIR FACILITIES PRIOR TO COMMENCEMENT OF WORK.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UTILITY LOCATION COORDINATION EFFORTS AS REQUIRED BY OSHA AND THE FLORIDA STATUTE REGULATING PROTECTION OF EXISTING UTILITIES. THE CONTRACTOR IS FURTHER REMINDED THAT NOT ALL UTILITY PROVIDERS ARE SUBSCRIBERS TO THE SUNSHINE STATE ONE-CALL SYSTEM, AND IT SHALL BE INCUMBENT UPON THE CONTRACTOR TO MAKE EVERY EFFORT TO ENSURE THAT ALL UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION ACTIVITIES
6. IN THE EVENT THAT ACTUAL FIELD CONDITIONS PREVENT THE APPLICATION OF THESE PLANS AND/OR THE SPECIFICATIONS OR PROGRESSION OF THE WORK SPECIFIED IN THE PLANS, PARTICULARLY DUE TO CONFLICTS WITH ANY UTILITY LOCATIONS, ALL CONFLICTS SHALL BE RESOLVED PRIOR TO THE SETTING OF OR PLACING OF ANY SUB-GRADE AND/OR BURIED ITEMS. SHOULD THE CONTRACTOR ENCOUNTER ANY CONFLICTS DURING CONSTRUCTION ACTIVITIES, WORK IN THE AREA SHALL CEASE AND THE CITY TRANSPORTATION ENGINEER OF RECORD, NOEL J COOPER, P.E. (AT 352-351-6708) SHALL BE IMMEDIATELY NOTIFIED AND PROVIDED ALL PERTINENT INFORMATION FOR PREPARATION OF A REMEDIAL DESIGN SOLUTION.
7. THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN FOR THIS PROJECT IN ACCORDANCE WITH THE CURRENT EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD); THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST EDITION; AND ANY REQUIREMENTS OF THE CITY OF OCALA THAT MEET OR EXCEED ANY OF THE AFOREMENTIONED GOVERNING JURISDICTIONS.
8. THE CONTRACTOR SHALL HAVE A STATE OF FLORIDA CERTIFIED MAINTENANCE OF TRAFFIC SUPERVISOR WITH THE RESPONSIBILITY OF MAINTAINING THE POSITIONING AND CONDITION OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES AND BARRIERS THROUGHOUT THE DURATION OF THE PROJECT. THE ENGINEER OF RECORD SHALL BE KEPT ADVISED AS TO THE IDENTIFICATION AND MEANS OF CONTACTING THIS AFOREMENTIONED SUPERVISOR ON A 24-HOUR BASIS.
9. THE REQUIRED TRAFFIC CONTROL DEVICES, WARNING DEVICES, AND BARRIERS ERECTED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION WHICH NO LONGER APPLY TO THE CURRENT CONSTRUCTION CONDITIONS, AND MAY OTHERWISE CREATE HAZARDOUS CONDITIONS DURING THE ONGOING CONSTRUCTION PROCESS, SHALL BE IMMEDIATELY REMOVED OR COVERED BY THE CONTRACTOR.
10. IF ANY EXISTING SIGNS ARE REMOVED OR RELOCATED DURING CONSTRUCTION, THE CONTRACTOR SHALL REINSTALL THEM IMMEDIATELY AT THE PROPER HEIGHT AND DISTANCE.
11. THE CONTRACTOR SHALL NOT REMOVE OR DAMAGE ANY BUILDING FOUNDATIONS, AND SHALL NOTIFY THE ENGINEER OF RECORD OF ANY PROBLEMS OR CONCERNS.
12. THE CONTRACTOR SHALL ADJUST ANY AND ALL EXISTING UTILITIES MANHOLE COVERS, INLETS, AND PULLBOX COVERS TO FINAL GRADE AS NECESSARY WITHIN THE WORK AREA.
13. ANY AND ALL EXISTING UTILITIES, SUCH AS WATER VALVES, MANHOLES, AND METER BOXES, SHALL BE PROTECTED FROM DAMAGE. IF DAMAGE OCCURS DURING CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL REPAIR SAID ITEM(S) AT THEIR OWN EXPENSE.
14. THE CONTRACTOR SHALL INSTALL INLET PROTECTION DEVICES AT ALL INLETS TO MINIMIZE DEBRIS ENTERING THE STORM DRAIN SYSTEM. (AS APPROVED BY FDEP).
15. THE CONTRACTOR SHALL REPAIR OR REPLACE ALL PAVEMENT MARKINGS, RPM'S, TRAFFIC LOOPS OR HOMERUNS THAT ARE DAMAGED DURING THE CONSTRUCTION PROCESS.
16. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN ACCEPTABLE ACCESS TO ALL RESIDENCES AND BUSINESSES ALONG THE PROJECT ROUTE WHENEVER CONSTRUCTION ACTIVITIES INTERFERE WITH THE EXISTING MEANS OF ACCESS. FLAGMEN SHALL BE USED WHEN NO ALTERNATE ACCESS IS POSSIBLE.
17. IN THE EVENT THAT EXISTING MAILBOXES ARE TO BE RELOCATED AND/OR REMOVED, THE CONTRACTOR SHALL NOTIFY THE POSTMASTER OF THE OCALA POST OFFICE NO LESS THAN SEVEN (7) BUSINESS DAYS (EXCLUDING WEEKENDS AND POSTAL HOLIDAYS) PRIOR TO COMMENCEMENT OF THE WORK.
18. SIDEWALKS, INCLUDING PORTIONS OF DRIVEWAYS (EXISTING OR PROPOSED) WITHIN SIDEWALK PATH, SHALL COMPLY WITH ADA ACCESSIBILITY STANDARDS. WHERE EXISTING DRIVEWAYS ARE NOT COMPLIANT, THE CONTRACTOR SHALL ADVISE THE ENGINEER OF RECORD, AND REMOVE AND REPLACE SAID ITEM.
19. WHEN OPERATING OUTSIDE THE CITY OF OCALA RIGHT-OF-WAY, THE CONTRACTOR SHALL GIVE PROPER NOTIFICATION AND OBTAIN WRITTEN PERMISSION TO DO SO FROM THE OWNER OF EACH PARTICULAR PROPERTY.
20. UNLESS OTHERWISE SPECIFIED ON THE PLANS, THE CONTRACTOR SHALL MAINTAIN [AT LEAST] ONE LANE OF TRAFFIC IN EACH DIRECTION FOR THE DURATION OF THE PROJECT. THE CONTRACTOR MAY, UPON APPROVAL FROM THE ENGINEER OF RECORD, RESTRICT TRAFFIC TO ONE-WAY OPERATION FOR SHORT PERIODS OF TIME PROVIDED THAT ADEQUATE MEANS OF TRAFFIC CONTROL ARE IN PLACE AND TRAFFIC IS NOT UNREASONABLY DELAYED.
21. ALL UNSUITABLE MATERIALS ENCOUNTERED SHALL BE DISPOSED OF AND REPLACED WITH APPROVED MATERIALS. NO TEMPORARY OR PERMANENT DEPOSITS SHALL BE MADE OUTSIDE OF THE PROPOSED RIGHT-OF-WAY EXCEPT AS APPROVED BY THE ENGINEER OF RECORD.
22. THE CONTRACTOR SHALL HAVE EXCAVATED MATERIALS LOADED ONTO DUMP TRUCKS DIRECTLY BEHIND THE EQUIPMENT AND HAULED OFF TO THE DESIGNATED SITE WITH CITY OF OCALA APPROVED TRAFFIC CONTROL MEASURES IN PLACE ACCORDINGLY TO ACCOMMODATE THIS PROCESS.
23. THE CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO ORIGINAL CONDITION - UNLESS OTHERWISE INSTRUCTED BY THE ENGINEER OF RECORD IN WRITING.
24. THE CONTRACTOR SHALL BE NOISE SENSITIVE FOR NIGHT OPERATIONS (WHEN APPLICABLE).
25. DURING NON-WORKING HOURS, THE CONTRACTOR SHALL NOT STORE ANY MATERIALS OR PARK ANY EQUIPMENT WITHIN 30 FEET OF THE EDGE OF THE TRAVELED WAY. IF THE ABOVE IS NOT POSSIBLE, THE CONTRACTOR SHALL APPOINT AN APPROVED STORAGE AREA, AND SUCH AREA SHALL BE PROPERLY DELINEATED AND ADVANCE WARNING SHALL BE UTILIZED.
26. THE CONTRACTOR SHALL PROVIDE THE CITY OF OCALA TRAFFIC DIVISION WITH ONE (1) ELECTRONIC COPY OF AN AS-BUILT PLAN FORMATTED IN AUTOCAD, VERSION 2021 OR GREATER AT THE CONCLUSION OF THE PROJECT SCOPE OF WORK.

IMPORTANT NOTE TO CONTRACTOR

THESE PLANS HAVE BEEN PREPARED BASED UPON THE CITY OF OCALA'S 2023 PLANIMETRIC DRAWINGS PREPARED BY AERIAL CARTOGRAPHICS, INC. WITH AERIAL PHOTOGRAPHY DATES OF 12/14/22 AND 2/28/23. HORIZONTAL DATUM IS BASED ON THE CITY OF OCALA G.P.S. DERIVED THREE MILE CONTROL GRID, UTILIZING THE NORTH AMERICAN DATUM 1983, 1990 ADJUSTMENT OF THE STATE PLANE COORDINATES, FLORIDA WEST ZONE (902). VERTICAL DATUM IS BASED ON THE CITY OF OCALA G.P.S. DERIVED THREE MILE CONTROL GRID, UTILIZING THE NORTH AMERICAN VERTICAL DATUM OF 1988

THE CONTRACTOR SHALL FIELD-VERIFY ALL EXISTING UTILITIES IN THE PROJECT AREA AND OTHER UTILITIES WHICH MAY BE AFFECTED BY THE PROPOSED CONSTRUCTION ACTIVITIES THE CITY OF OCALA WILL MAKE AVAILABLE TO THE CONTRACTOR AWARDED THE PROJECT ALL RELEVANT UTILITY INFORMATION IN THE AREA WITHIN ITS POSSESSION

ADA NOTES:

1. THE PROJECT SHALL BE CONSTRUCTED TO MEET CURRENT ADA STANDARDS FOR ACCESSIBLE DESIGN.
2. CURB RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE FDOT STANDARD SPECIFICATIONS PLANS FOR ROAD AND BRIDGE CONSTRUCTION.

FDOT NOTES:

1. THE CONTRACTOR SHALL INSURE THAT ALL CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST FDOT DESIGN STANDARDS, THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION (UAM).
2. THE CONTRACTOR SHALL REVIEW AND COMPLY WITH THE "SPECIAL PROVISIONS" AND OTHER ATTACHMENTS TO THE FDOT PERMIT FOR THIS PROJECT.
3. THE CONTRACTOR SHALL CALL "FLORIDA SUNSHINE ONE-CALL" FOR UTILITY LOCATION SERVICES AT LEAST (2) BUSINESS DAYS PRIOR TO CONSTRUCTION (1-800-432-4770).
4. THE CONTRACTOR SHALL INSURE MAINTENANCE OF TRAFFIC (MOT) PLAN & TRAFFIC CONTROL THROUGHOUT THE WORK ZONE AS PER THE FDOT STANDARD INDEX 102- 600 SERIES.
5. THE CONTRACTOR SHALL CONDUCT A SIDEWALK SURVEY TO DETERMINE THE EXISTING CONDITION OF AFFECTED SIDEWALKS AND SUBMIT SAID SURVEY TO FDOT AND THE CITY OF OCALA's ENGINEER OF RECORD PRIOR TO CONSTRUCTION.
6. AT SUCH LOCATIONS WHERE FDOT SIGNS, REFLECTORS, OR OTHER STRUCTURES WILL INTERFERE WITH PROPOSED CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE LOCAL MAINTENANCE OFFICE OR PROJECT ENGINEER AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. ALL ITEMS THAT REQUIRE RELOCATION OR REPLACEMENT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. IF THE WORK IS WITHIN 500' OF THE TRAFFIC SIGNAL CONTRACTOR SHALL CONTACT THE CITY OF OCALA PUBLIC WORKS DEPARTMENT - TRAFFIC OPERATIONS (352) 351-6733.
7. THE CONTRACTOR SHALL NOTIFY ALL PROPERTY OWNERS AFFECTED BY THE PROPOSED CONSTRUCTION ACTIVITIES IN ADVANCE OF SUCH OPERATIONS IN ACCORDANCE WITH FDOT NOTIFICATION REQUIREMENTS.
8. THE CONTRACTOR SHALL COORDINATE ALL UTILITY CLEARANCES WITH THE OWNER OF SUCH UTILITIES PRIOR TO CONSTRUCTION COMMENCEMENT.
9. THE CONTRACTOR SHALL RESTORE AND RE-SOD ALL DISTURBED AREAS WITH ARGENTINE BAHIA IN ACCORDANCE WITH THE FDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN THAT PORTION OF THE RIGHT-OF-WAY AFFECTED BY THE PERMIT UNTIL VEGETATION IS ESTABLISHED. PERFORM ALL WORK NECESSARY, INCLUDING WATERING AND FERTILIZING, TO SUSTAIN AN ESTABLISHED TURF UNTIL FINAL ACCEPTANCE, AT NO ADDITIONAL EXPENSE TO FDOT OR THE CITY OF OCALA. PROVIDE FILLING, LEVELING, AND REPAIRING OF ANY WASHED OR ERODED AREAS, AS MAY BE NECESSARY.
10. THE CONTRACTOR IS RESPONSIBLE FOR MOWING, AT NO ADDITIONAL EXPENSE TO FDOT OR THE CITY OF OCALA, ANY AREA WITHIN PUBLIC RIGHT-OF-WAYS WHERE THE PERMITTED WORK OR WHERE UTILITY LOCATE FLAGS PLACED FOR PERMITTED WORK CREATES A HINDRANCE FOR OR INTERFERES WITH MAINTENANCE ENTITY'S REGULAR MOWING OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MOWING UNTIL ALL SUCH HINDRANCES ARE REMOVED SO THAT REGULAR MAINTENANCE ENTITY MOWING CAN BE RESUMED. THE CONTRACTOR SHALL MEET THE MOWING REQUIREMENTS ESTABLISHED BY THE DEPARTMENT'S MAINTENANCE RATING PROGRAM (MRP). CONTACT THE LOCAL FDOT MAINTENANCE OFFICE FOR DETAILS (352.732.1338).
11. ALL UTILITY LOCATION FLAGS SHALL BE REMOVED BY THE CONTRACTOR WHEN THEY ARE NO LONGER NEEDED.

SURVEY & MAPPING NOTES:

1. COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATES, WEST ZONE AND WERE DERIVED FROM GPS OBSERVATIONS REFERENCED TO THE FDOT PERMANENT REFERENCE NETWORK.
2. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 AND ARE REFERENCED TO CITY CONTROL POINTS SHOWN ON THIS DRAWING.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, TO ENSURE ALL EXISTING SURVEY MARKERS ARE LOCATED, CLEARLY MARKED AND PROTECTED, BY THE CONTRACTORS SURVEYOR.
4. ANY SURVEY MARKER, INCLUDING, BUT NOT LIMITED TO, PUBLIC LAND SURVEY SECTION CORNER MARKERS, BENCH MARKS, PROPERTY CORNERS, ETC., WHICH ARE DISTURBED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE PRIOR TO FINAL PAYMENT.
5. ADDITIONALLY, SURVEY STAKES PLACED MARKING THE LOCATIONS OF MARKERS, PROPERTY LINES, RIGHT-OF-WAY LINES, OR ANY OTHER POINT, PLACED FOR CONSTRUCTION AND SUBSEQUENTLY DISTURBED OR DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AS NEEDED AT THE RESPONSIBILITY OF THE CONTRACTOR.
6. RESETTING OF MONUMENTS AND MARKERS SHALL BE PERFORMED BY A PROFESSIONAL LAND SURVEYOR, LICENSED TO PRACTICE IN THE STATE OF FLORIDA AND SHOWN AS RE-SET ON AS-BUILT PLANS.
7. UNLESS PRIOR AGREEMENT IS MADE, IT SHALL NOT BE THE RESPONSIBILITY OF THE CITY SURVEYOR TO REPLACE ANY SURVEY MARKERS.

SIGNING & PAVEMENT MARKING NOTES:

1. THE CONTRACTOR SHALL CONTACT THE CITY OF OCALA PUBLIC WORKS DEPARTMENT - TRAFFIC OPERATIONS AT (352)-351-6733 AT LEAST (48) HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES. ALL ITEMS THAT REQUIRE RELOCATION OR REPLACEMENT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. ALL SIGN ASSEMBLIES AND SIGN PANELS TO BE RELOCATED SHALL BE RELOCATED OUT OF THE CONSTRUCTION AREA, THEN RE-INSTALLED AFTER CONSTRUCTION IS COMPLETED. ANY DAMAGED SIGNAGE SHALL BE REPLACED AT CONTRACTOR'S EXPENSE.
3. THE CONTRACTOR SHALL REPAIR OR REPLACE ALL PAVEMENT MARKINGS THAT ARE DAMAGED DURING CONSTRUCTION.
4. THERMOPLASTIC STRIPING, AS DEFINED UNDER FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION #711, IS REQUIRED FOR FINISHED CONSTRUCTION ON CITY OF OCALA RIGHT-OF-WAY. WHERE ROADWAY PAVEMENT IS INSTALLED OR REPLACED, THERMOPLASTIC STRIPING SHALL BE INSTALLED BY THE CONTRACTOR AT LEAST 14 DAYS AFTER FINAL PAVING; OTHERWISE THERMOPLASTIC STRIPING IS TO BE INSTALLED CONCURRENT TO OTHER PROJECT WORK. CONTRACTOR SHALL BE PAID FOR ONLY ONE APPLICATION OF THERMOPLASTIC STRIPING PER ITEM.
5. WHERE CROSSWALK ARE PROPOSED, THE CONTRACTOR SHALL ENSURE THAT ANY EXISTING STOP LINE(S) ARE A MIN. 4' FROM THE PROPOSED CROSSWALK LINES.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT: SW 44TH / 46TH AVE 4-LANE EXPANSION

GENERAL NOTES

SHEET No. 03

ENVIRONMENTAL NOTES:

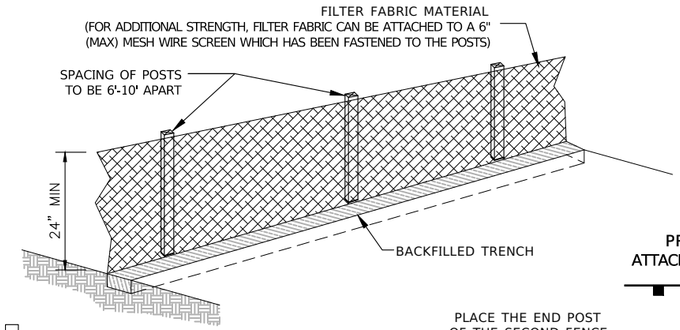
1. THE CONTRACTOR SHALL FORMULARIZE THEMSELVES WITH THE GENERAL NOTES AND FDOT NOTES THAT ARE PROVIDED IN THIS PLAN SET ON A SEPARATE SHEET
2. THE CITY OF OCALA OPERATES UNDER A FDEP NPDES 'GENERAL PERMIT THAT REQUIRES THE CITY AND, IN TURN, ITS CONTRACTORS TO FOLLOW CERTAIN AND SPECIFIC ENVIRONMENTAL PRACTICES AND PROCEDURES TO PREVENT THE POLLUTION OF THE CITY'S GROUNDWATER AND STORMWATER SYSTEM
3. ALL WATER COLLECTED AND PUMPED DURING TRENCH DEWATERING ACTIVITIES SHALL BE DISPOSED OF IN UPLAND AREAS INTO DISCHARGE LOCATIONS THAT SHALL BE A MINIMUM OF 75 FEET FROM THE NEAREST WATER BODY OR WETLAND AREA TO ALLOW FOR MAXIMUM OVERLAND FILTRATION OF SOIL PARTICLES
4. STAKED SILT SCREEN, TURBIDITY BARRIERS OR OTHER PERIMETER CONTROL METHODS APPROVED BY THE FDEP SHALL BE UTILIZED AS SILT BARRIERS AND PLACED IN LOCATIONS SHOWN ON THE PLANS AND AT OTHER LOCATIONS AS REQUIRED TO KEEP SEDIMENT FROM REACHING PRIVATE PROPERTY. THESE BARRIERS SHALL BE INSTALLED BY THE CONTRACTOR BEFORE COMMENCING WITH ANY CONSTRUCTION ACTIVITIES WITHIN OR ADJACENT TO PRIVATE PROPERTY
5. THE CONTRACTOR SHALL MONITOR AND MAINTAIN ALL SILT BARRIERS AND FENCING INCLUDING DAILY INSPECTIONS TO CHECK THEIR INTEGRITY. ANY LOOSE OR DAMAGED SILT BARRIERS AND FENCING SHALL BE IMMEDIATELY REPAIRED OR REPLACED AS NECESSARY. ONCE CONSTRUCTION IS COMPLETED AND FINISHED GRADING AND STABILIZATION HAS BEEN ACHIEVED, SILT BARRIERS AND FENCING SHALL BE COMPLETELY REMOVED BY THE CONTRACTOR TO THE SATISFACTION OF THE ENGINEER OF RECORD, AND BEFORE FINAL ACCEPTANCE
6. THE CONTRACTOR SHALL NOT REMOVE ANY TREES WITHOUT COORDINATING SUCH REMOVAL WITH THE ENGINEER OF RECORD. IF ANY TREES ARE REMOVED IN WETLAND JURISDICTIONAL, OR NATIVE VEGETATION AREAS WITHOUT PROPER AUTHORIZATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING A DETAILED RESTORATION AND/OR MITIGATION PLAN, SUBMITTING THE PLAN TO, AND OBTAINING APPROVAL FROM THE FDEP, THE WATER MANAGEMENT DISTRICT, THE CITY ENGINEER'S OFFICE, THE OWNER AND THE ENGINEER OF RECORD, AS WELL AS COMPLETING ANY MONITORING AND MAINTENANCE REQUIREMENTS IMPOSED AS A RESULT OF THE TREE REMOVAL

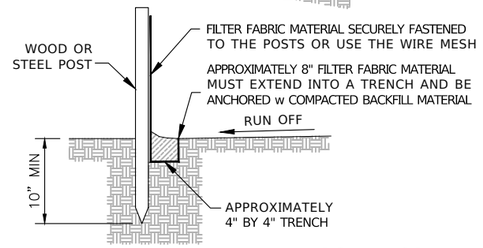
HAZARDOUS MATERIALS

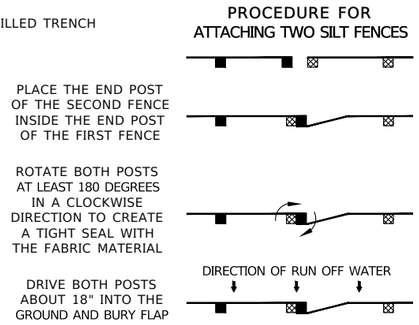
1. THE CONTRACTOR SHALL FOLLOW GOOD HOUSEKEEPING PRACTICES TO MINIMIZE THE RISK OF SPILLS OR UNINTENDED EXPOSURE OF PETROLEUM AND OTHER HAZARDOUS MATERIALS TO STORMWATER RUNOFF OR SEEPAGE INTO THE GROUNDWATER
2. THE CONTRACTOR SHALL HAVE PRE-PREPARED PROCEDURES CLEARLY POSTED FOR SPILL CONTAINMENT AND CLEAN-UP
3. THE CONTRACTOR SHALL STORE AND USE PETROLEUM AND OTHER HAZARDOUS PRODUCTS ACCORDING TO RECOMMENDED PROCEDURES
4. THE CONTRACTOR SHALL DESIGNATE AN AREA FOR DISCHARGE OF SURPLUS CONCRETE, AND CONCRETE TRUCK DRUM WASH WATER. INSTALL A CONTAINMENT BERM AROUND THIS DESIGNATED AREA TO PREVENT RUNOFF BEYOND THE DESIGNATED AREA. ALL SURPLUS CONCRETE SHALL BE REMOVED FROM THE PROJECT SITE PRIOR TO FINAL INSPECTION
5. THE CONTRACTOR SHALL UPON RELEASE, IMMEDIATELY INITIATE RECOMMENDED METHODS FOR SPILL CONTAINMENT AND CLEAN-UP
6. THE THE CONTRACTOR SHALL, WITHIN 24-HOURS OF THE SPILL/RELEASE, NOTIFY THE 'STATE WARNING POINT' (AT 1.800.320.0519 OR 1.850.413.9911) OF ALL RELEASES EQUAL TO OR EXCEEDING THE REPORTABLE QUANTITY
7. THE CONTRACTOR SHALL HANDLE, COLLECT, AND DISPOSE OF HAZARDOUS MATERIALS, SANITARY WASTE, AND CONSTRUCTION WASTE MATERIALS ACCORDING TO THE APPLICABLE STATE LAWS AND REGULATIONS, CITY ORDINANCES, OR AS DIRECTED BY THE CITY

EROSION CONTROL NOTES:

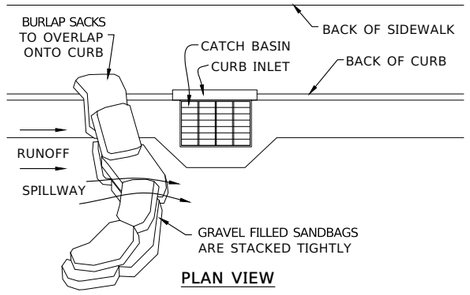
1. THE CONTRACTOR SHALL ADHERE TO ALL STATE AND LOCAL EROSION CONTROL REGULATIONS
2. THE FOLLOWING PRACTICES WILL BE USED BY THE CONTRACTOR TO MAINTAIN EROSION AND SEDIMENT CONTROLS:
   a) ALL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER
   b) IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF REPORT
   c) ALL POLLUTION CONTROLS SHALL BE MAINTAINED AT ALL TIMES
   d) BUILT-UP SEDIMENT WILL BE REMOVED FROM STAKED SILT FENCE WHEN IT HAS REACHED ONE-HALF THE HEIGHT OF THE SILT FENCE
2. THE CONTRACTOR SHALL PREVENT THE DISCHARGE OF SEDIMENT DUE TO CONSTRUCTION OPERATIONS. ALL NEW AND EXISTING DRAIN PIPES AND STRUCTURES SHALL BE FLUSHED CLEAN PRIOR TO FINAL PAYMENT
3. ALL STORM SEWER INLETS SHALL BE PROTECTED BY THE CONTRACTOR SO THAT SEDIMENT LADEN WATER WILL NOT ENTER THE STORM SYSTEM WITHOUT FIRST BEING FILTERED
4. ALL DISTURBED AREAS ARE TO BE SODDED. ALL STABILIZATION PRACTICES SHALL BE PERFORMED AS SOON AS PRACTICAL AT LOCATIONS WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. PERMANENT VEGETATION SHALL NOT BE CONSIDERED ESTABLISHED UNTIL GROUND COVER IS ACHIEVED AND, IN THE OPINION OF THE ENGINEER OF RECORD, PROVIDES ADEQUATE COVER AND IS MATURE ENOUGH TO CONTROL SOIL EROSION SATISFACTORILY, TO SURVIVE ADVERSE WEATHER CONDITIONS
5. THE CONTRACTOR SHALL PLACE STAKED SILT FENCE(S) IN ACCORDANCE WITH CITY OF OCALA SPECIFICATIONS
6. THE CONTRACTOR SHALL PROVIDE LITTER CONTROL AND COLLECTION WITHIN THE PROJECT BOUNDARIES DURING CONSTRUCTION ACTIVITIES. ALL FERTILIZERS, HYDROCARBON, OR OTHER CHEMICAL CONTAINERS SHALL BE DISPOSED OF BY THE CONTRACTOR ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER
7. THE CONTRACTOR SHALL INSURE THAT LOADED HAUL TRUCKS BE COVERED WITH TARPAULIN(S), EXCESS DIRT ON THE ROAD SHALL BE REMOVED DAILY, AND AREAS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE DAMPENED WITH WATER AS REQUIRED FOR DUST CONTROL
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIRS OF EROSION AND SEDIMENT CONTROL DEVICES, AS WELL AS REMOVAL OF EROSION AND SEDIMENT CONTROL DEVICES AFTER THE NOTICE OF TERMINATION. MAINTENANCE, AND REPAIR REQUIRED FOR THE CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION SHALL BE INCLUDED IN THE PROJECT COST
9. TOXIC SUBSTANCES SHALL BE DISPOSED OF BY THE CONTRACTOR IN ACCORDANCE TO THE EPA'S STANDARD PRACTICES
10. POLLUTION CONTROL MEASURES SHALL BE INSPECTED DAILY BY THE CONTRACTOR. WRITTEN DOCUMENTATION OF INSPECTIONS SHALL BE WRITTEN EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF A RAIN EVENT OF 0.5 INCHES OR GREATER
11. THE CONTRACTOR SHALL PROVIDE THE CITY OF OCALA WITH AN EROSION CONTROL PLAN THAT WILL INCLUDE SPILL REPORTING AND RESPONSE. IF CONTAMINATED SOIL OR GROUNDWATER IS ENCOUNTERED, CONTACT THE ENGINEER OF RECORD



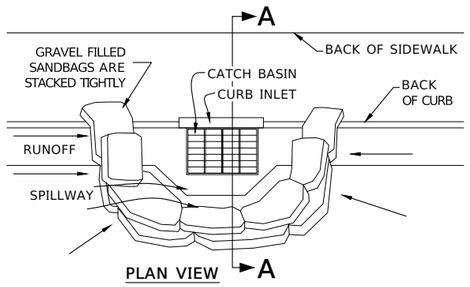




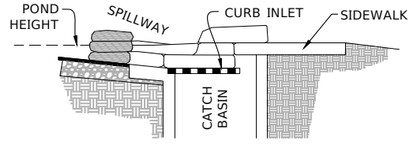
TYPICAL SILT FENCE DETAILS



PLAN VIEW



PLAN VIEW



SECTION A-A

PROCEDURE NOTES

1. PLACE CURB TYPE SEDIMENT BARRIERS ON GENTLY SLOPING STREET SEDIMENTS WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF
2. SANDBAGS, OF EITHER BURLAP OR WOVEN GEOTEXTILE FABRIC, ARE FILLED WITH GRAVEL, LAYERED AND PACKED TIGHTLY
3. LEAVE ONE SANDBAG GAP IN THE TOP ROW TO PROVIDE A SPILLWAY FOR OVERFLOW
4. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY

CURB AND GUTTER SEDIMENT BARRIER

1. PLACE GRAVEL FILLED BURLAP BAGS ON GENTLY SLOPING STREET SEGMENTS ACCORDING TO THE SPACING CHART (SEE PLATE 4.08p)
2. PLACE TWO OR MORE BAGS AT EACH INTERVAL IN A MANNER WHICH PROVIDES MAXIMUM SUPPORT
3. WHEN STACKING SEVERAL BAGS HIGH, LEAVE A ONE BAG GAP TO PROVIDE AN OVERFLOW SPILLWAY
4. SEDIMENTS MUST BE REMOVED AFTER EACH RAIN EVENT

MAINTENANCE

1. THE STRUCTURE SHALL BE INSPECTED AFTER EACH RAIN AND REPAIR MADE AS NEEDED
2. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS TO $\frac{1}{4}$ OF THE DESIGN DEPTH OF THE TRAP. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE
3. STRUCTURES SHALL BE REMOVED AND THE AREA STABILIZED WHEN THE REMAINING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED

CURB INLET SEDIMENT BARRIER

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD
NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY
OCALA City Engineer's Office

PROJECT No. 14101
PROJECT: SW 44TH / 46TH AVE 4-LANE EXPANSION

ENVIROMENTAL NOTES

SHEET No. 04

ABBREVIATIONS & SYMBOLOGY

	COED	CITY OF OCALA ENGINEERING DEPARTMENT
	CB	CATCH BASIN
	CONST	CONSTRUCT / INSTALL
	CLF	CHAIN LINK FENCE
	CNL	CONTROL
	Cr	CURB RAMP
	C.R.	COUNTY ROAD
	DRA	DRY RETENTION AREA
	EXIST	EXISTING
	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
or	FH	FIRE HYDRANT
	GA	GUY ANCHOR
	GV	NATURAL GAS VALVE
	LP	LAMP POLE
	Lt	LEFT
	MB	MAILBOX OR NEWSPAPER BOX
	MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
ELEC		METER ELECTRIC
GAS		METER GAS
WTR		METER WATER
	MES	MITERED END SECTION
	NO.	NUMBER
	PED	PEDESTRIAN / PEDESTAL
or	PP	POWER POLE
	PROP	PROPOSED
	QTY	QUANTITY
	Rt	RIGHT
	ROW	RIGHT-OF-WAY
	CO	SANITARY CLEANOUT
	SAN	SANITARY MANHOLE
		SIGN
	SOL	SOLID
	SPI	STANDARD PLANS INDEX (NUMBER)
	STM MH	STORM MANHOLE
	St	STREET
	STS	PROPOSED DRAINAGE (STORMWATER) STRUCTURE
	TEL	TELEPHONE MANHOLE
or □		TELEPHONE PEDESTAL / RISER
	TYP	TYPICAL
	WD	WOOD
	WV	WATER VALVE
	WRA	WET RETENTION AREA
	X-WALK	CROSS WALK
		PALM TREE
		OAK TREE
		OTHER TREE (NOT ALL INCLUSIVE)
EDS-(00)		STORM STRUCTURE IDENTITY

TYPICAL LINETYPE LEGEND

TOPOGRAPHICAL

- TOPOGRAPHIC PROPERTY BOUNDARY/LIMITS
- TOPOGRAPHIC RIGHT-OF-WAY LINE
- TOPOGRAPHIC CENTERLINE OF RIGHT-OF-WAY
- TOPOGRAPHIC PARCEL LINE
- TOPOGRAPHIC SECTION LINE
- TOPO SURFACE CONTOUR: 5' INTERVAL
- TOPO SURFACE CONTOUR: 1' INTERVAL
- TOPO TOP OF BANK / TOE OF SLOPE
- TOPO PAVEMENT: CENTERLINE / CROWN
- TOPO P'MENT: GRADE BREAK
- TOPO P'MENT: INVERTED CROWN / FLOWLINE
- TOPOGRAPHIC FLOOD ZONE (F) LIMITS

THE ABOVE LINE-TYPES HAVE BEEN EXTRACTED FROM
OCALA CITY ENGINEER'S OFFICE - SURVEY DIVISION

EXISTING CONDITIONS

- EDGE OF EXISTING CURB
- EDGE OF EXISTING SIDEWALK
- EDGE OF EXISTING PAVEMENT
- EDGE OF EXISTING DRIVEWAY (ALL TYPES)
- EXISTING FENCE (TYPE LABELED)
- EXISTING OVERHEAD POWER (OE)
- EXISTING POTABLE WATER (W)
- EXISTING DRAINAGE (w FLOW DIRECTION)
- EXISTING GRAVITY SANITARY SEWER (SS)
- EXISTING FORCE MAIN SANITARY SEWER (FM)
- EXISTING STORM WATER SEWER (STS)
- EXISTING NATURAL GAS (G)
- EXISTING BURIED ELECTRIC POWER (BE)
- EXISTING FIBER OPTIC COMMUNICATION (BFO)
- EXISTING STRIPING TO BE RETAINED

PROPOSED

- EDGE OF PROPOSED CURB
- EDGE OF PROPOSED SIDEWALK
- EDGE OF PROPOSED PAVEMENT
- EDGE OF PROPOSED DRIVEWAY (ALL TYPES)
- PROPOSED FENCE (TYPE LABELED)
- EROSION CONTROL - SILT FENCE
- PROPOSED POTABLE WATER (W)
- PROPOSED DRAINAGE (w FLOW DIRECTION)
- PROPOSED GRAVITY SANITARY SEWER (SS)
- PROPOSED FORCE MAIN SANITARY SEWER (FM)
- PROPOSED STORM WATER SEWER (STS)
- PROPOSED NATURAL GAS (G)
- PROPOSED BURIED ELECTRIC POWER (BE)
- PROPOSED FIBER OPTIC COMMUNICATION (BFOC)
- PROPOSED STRIPING
- PROPOSED NOISE WALL

SURVEY / TOPO ABBREVIATIONS

	BOS	BACK OF SIDEWALK
	CIRC	CIRCULAR IRON ROD CONTROL
	CM	CONCRETE MONUMENT
	CP	CONTROL POINT
	CMP	CORRUGATED METAL PIPE
		DESCRIPTIVE POINT
	ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
	ES	EXISTING DRAINAGE STRUCTURE
	MTL	METAL
	PC	POINT OF CURVATURE
	PCC	POINT OF COMPOUND CURVE
	PGL	PROFILE GRADE LINE
	PRC	POINT OF REVERSE CURVE
	PT	POINT OF TANGENCY
	TBM	TEMPORARY BENCH MARK
	TOB	TOP OF BANK
	TOE	TOE OF SLOPE
	TRAV PT	TRAVERSE POINT

FOR A COMPLETE LISTING OF TYPICAL ABBREVIATIONS,
REFER TO FDOT STANDARD PLANS LOCATED AT
www.fdot.gov/design/standardplans/current/

TYPICAL HATCH PATTERN LEGEND

TYPICAL MATERIAL TYPE HATCH PATTERNS WITHIN THE ROADWAY PLAN SHEETS ARE DEFINED AS FOLLOWS:

- MILL AND RESURFACE EXISTING ASPHALT PAVEMENT PER FDOT DESIGN SPECIFICATIONS
- PROPOSED 4" CONCRETE (MIN. 3,000 PSI) (BID ALTERNATE)
- PROPOSED ASPHALT PAVEMENT AND LIMEROCK BASE PER TYPICAL FDOT DESIGN SPECIFICATIONS
- HOT MIX RECLAIM EXISTING ASPHALT AND LIMEROCK. ADD ASPHALT PAVEMENT FDOT DESIGN SPECIFICATIONS
- PROPOSED 6" CONCRETE WITH FIBER MESH REINFORCEMENT (MIN 3,000 PSI)
- PROPOSED TYPE IV, OPTION 1, CONCRETE SEPARATOR
- HOT MIX RECLAIM EXISTING LIMEROCK BASE. ADD ASPHALT AND LIMEROCK AS NEEDED PER FDOT DESIGN SPECIFICATIONS
- PROPOSED 6" THICK FIBER RE-ENFORCED CONCRETE DRIVEWAY (MIN. 3,000 PSI)
- PROPOSED ASPHALT MEDIAN OPENING/ROADWAY STUB. REGULAR 10" BASE, OMIT 1" FRICTION COURSE
- DETECTABLE WARNING SURFACE (RED BRICK COLOR WHERE APPLICABLE)
- PROPOSED COMMERCIAL ASPHALT DRIVEWAY
- TYPICAL GRASS MEDIAN w ARGENTINE BAHIA

REFER TO CITY OF OCALA
'STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STREETS, STORMWATER, TRAFFIC, WATER AND SEWER INFRASTRUCTURE'
PUBLISHED BY THE OFFICE OF CITY ENGINEER - January 11, 2024

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY
OCALA City Engineer's Office

PROJECT No. 14101
PROJECT: SW 44TH / 46TH AVE 4-LANE EXPANSION

ABBREVIATIONS & LEGENDS

SHEET No. 05

SUMMARY OF GENERAL ROADWAY

ITEM No	DESCRIPTION	UNITS	QTY
G-01	Mobilization	LS	1
G-02	Maintenance and Guarantee Bond	LS	1
G-03	Project Construction Signs	EA	2
G-05	Maintenance of Traffic	LS	1
G-06	Silt Fence and Sediment Control (back of sidewalk)	LF	1,975
FDOT 104-18	Silt Fence and Sediment Control (Inlet Protection)	EA	38
G-09-01	Clearing and Grubbing - Light *(at 7' rim of 40' wide sod median)*	SY	14,218
G-11	Excavation, General *(3' w x 12" dp type-E curb/gutter trench)*	CY	925
G-15	Finish Grading *(for new pavement at reduced width medians)*	SY	14,275
G-17	Remove and Replace Unsuitable Material	CY	231
G-18	Stablized Subgrade *(Curb & Gutter prep)*	SY	14,218
G-19	Limerock - 10" Base *(for new pavement)*	SY	14,275
G-21	Removal of Existing Concrete Sidewalks and Driveways	SY	1,155
G-24	Removal of Existing Asphalt Pavement (Driveways)	SY	1,325
G-27	Asphalt Milling Pavement at 2" Depth	SY	28,848
G-28	Compacted Roadway Subbase	SY	14,275
G-32-12.1	SP-12.5 Asphalt Superpave *(2" structural course) 14,275 SY*	TN	1,570
G-32-12.2	FC-9.5 Asphalt Superpave *(2" friction course) 14,275 SY + 28,848 SY*	TN	4,513
G-52	Construction Survey	LS	1
G-53	As Bulit Survey	LS	1
G-56-E	Concrete Curb and Gutter, Type E	LF	8,316
G-56-F	Concrete Curb and Gutter, Type F	LF	72
G-60-C	Concrete Curb Ramp with Detectable Warning Surface (CR-C)	EA	20
G-60-G	Concrete Curb Ramp with Detectable Warning Surface (CR-G)	EA	18
G-67-4	Concrete (Sidewalk, 4" Thick, Fiber Reinforced)	SY	19,290
G-67-6	Concrete (Sidewalk and Driveways, 6" Thick) + Swales	SY	4,350
G-80	Sod, Bahia (12" stripe along back of median curb)	SY	1,856
G-100	Concrete Traffic Separator - Type IV, 6' Wide	LF	355
FDOT 400-011	Gravity Wall, Scheme 1 (retaining behind sidewalk)	CY	61
FDOT 520-2-4	Concrete Curb, Type D (retaining behind sidewalk)	LF	595

SUMMARY OF TRAFFIC CONTROL

ITEM No	DESCRIPTION	UNITS	QTY
G-34-01	Object Marker, Type 1 *(bike lane)*	EA	14
G-89-11	Single Post Sign, F&I, Less than 12 ft	AS	34
G-90-02	Single Post Sign, Remove	AS	7
G-91	Raised Retro-Reflective Pavement Marker w Adhesive	EA	775
G-93-121	Temporary Traffic Stripes and Markings, Standard, White, Solid, 6" Stripe	LF	1,086
G-93-123	Temporary Traffic Stripes and Markings, Standard, White, Solid, 12" Stripe	LF	250
G-93-125	Temporary Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe	LF	35
G-93-131	Temporary Solid 6" Skip Stripe 10' x 30' White (Gross)	GLF	11,349
G-93-141	Temporary Traffic Stripes and Markings 6" Double Skip 2' x 4', White (Gross)	GLF	70
G-93-221	Temporary Traffic Stripes and Markings, Standard, Yellow, Solid, 6" Stripe	LF	11,349
G-94-1-121	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 6" Stripe	LF	24,796
G-94-1-123	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 12" Stripe	LF	226
G-94-1-125	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe	LF	88
G-94-1-131	ThermoPlastic Traffic Stripes and Markings 6" Skip Stripe 10' x 30', White (Gross)	GLF	12,366
G-94-1-141	Thermoplastic Traffic Stripes and Markings 6" Double Skip 2' x 4', White (Gross)	GLF	272
G-94-1-221	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Solid, 6" Stripe	LF	9,567
G-94-4-125	ThermoPlastic Traffic Stripes and Markings, White, Solid, Preformed 24" Stripe	LF	260
G-94-1-231	ThermoPlastic Traffic Stripes and Markings 6" Skip Stripe 6' x 10', Yellow (Gross)	GLF	634
G-95-17	Thermoplastic Pavement Arrow	EA	7
G-96-17	Temporary Pavement Arrow	EA	6
G-105	Remove Stripe/Pavement/Message (Grind)	SF	500

SUMMARY OF STORM WATER

ITEM No	DESCRIPTION	UNITS	QTY
G-45-02	CONVERT - (S-20) MH Cover w Type 5 Curb Inlet (STA 113+62)	EA	1
G-45-02	CONVERT - (S-22) Ditch Inlet w Type 6 Curb Inlet (STA 114+83)	EA	1
G-45-02	CONVERT - (S-25) Ditch Inlet w Type 5 Curb Inlet (STA 118+93)	EA	1
G-45-02	CONVERT - (S-32) Ditch Inlet w Type 5 Curb Inlet (STA 123+52)	EA	1
G-45-02	CONVERT - (S-40) Ditch Inlet w Type 5 Curb Inlet (STA 135+16)	EA	1
G-45-02	CONVERT - (S-48) Ditch Inlet w Type 5 Curb Inlet (STA 139+20)	EA	1
G-45-02	CONVERT - (S-49) Ditch Inlet w Type 5 Curb Inlet (STA 140+55)	EA	1
n / a	*no impact to Existing Pipe Network observed*	LF	0

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / /
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

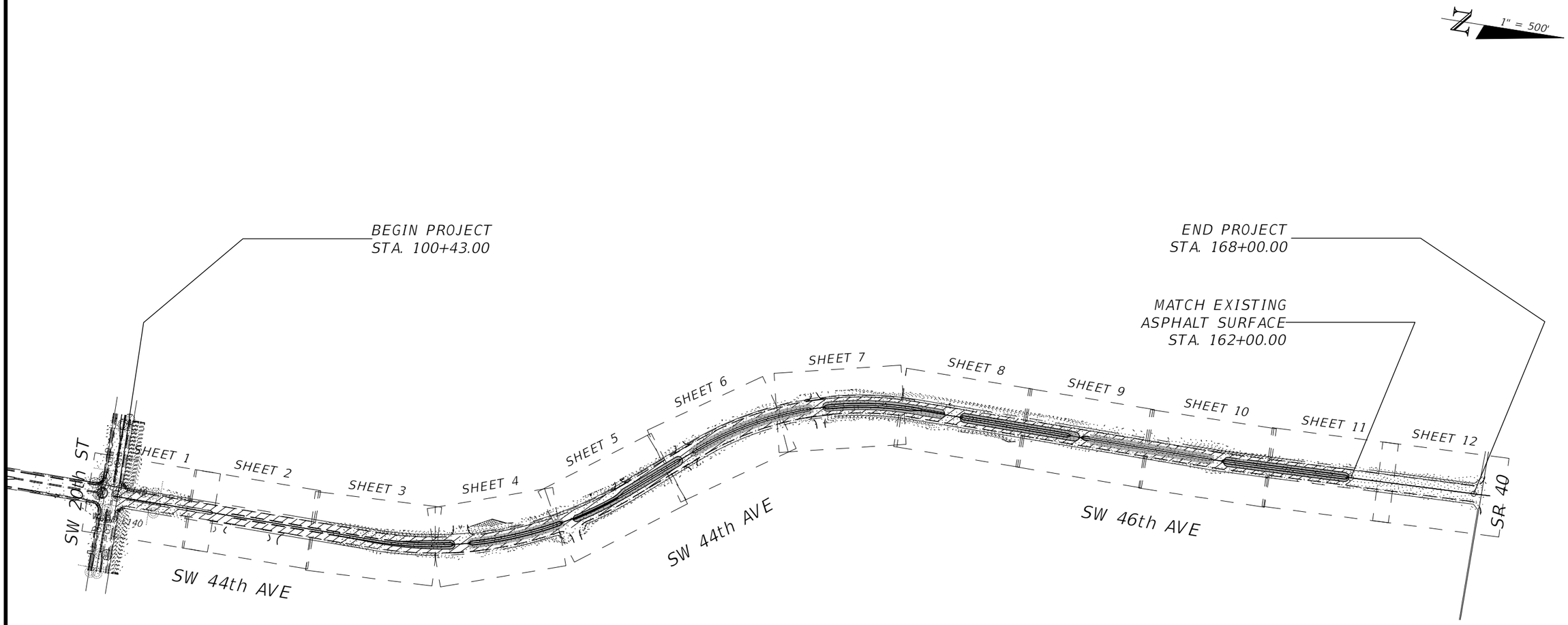
OCALA City Engineer's Office

PROJECT No. 14101

PROJECT: SW 44TH / 46TH AVE 4-LANE EXPANSION

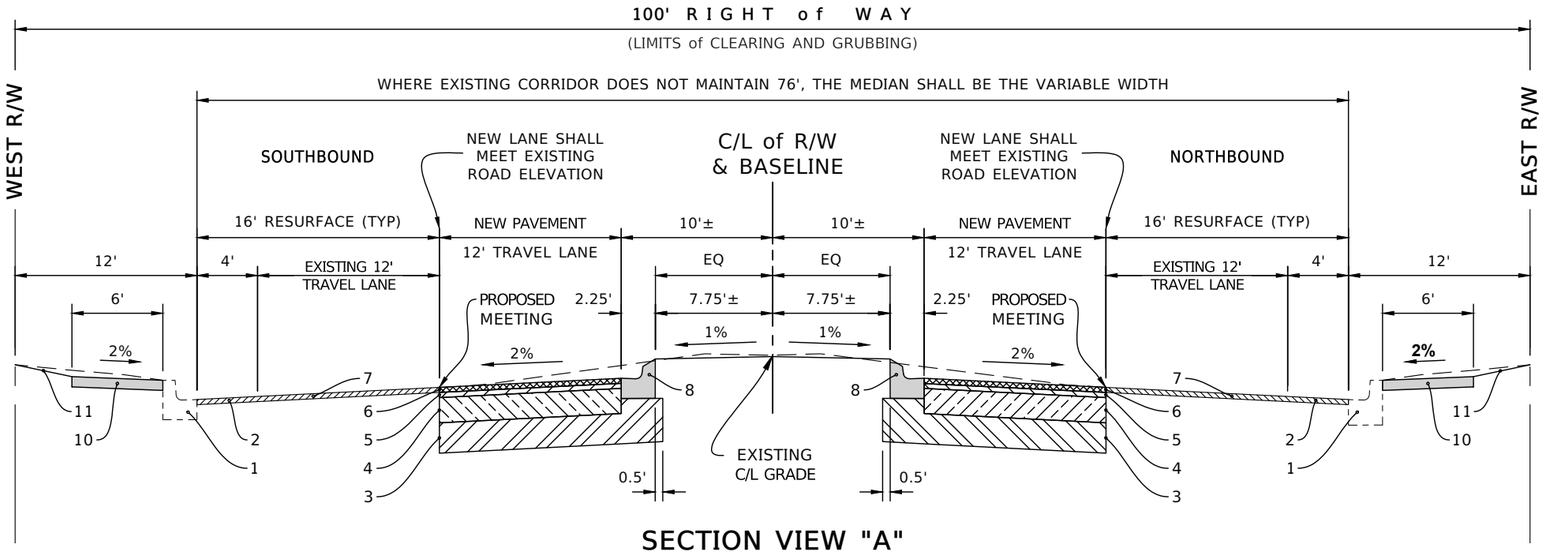
SUMMARY OF PAY ITEMS

SHEET No. 06



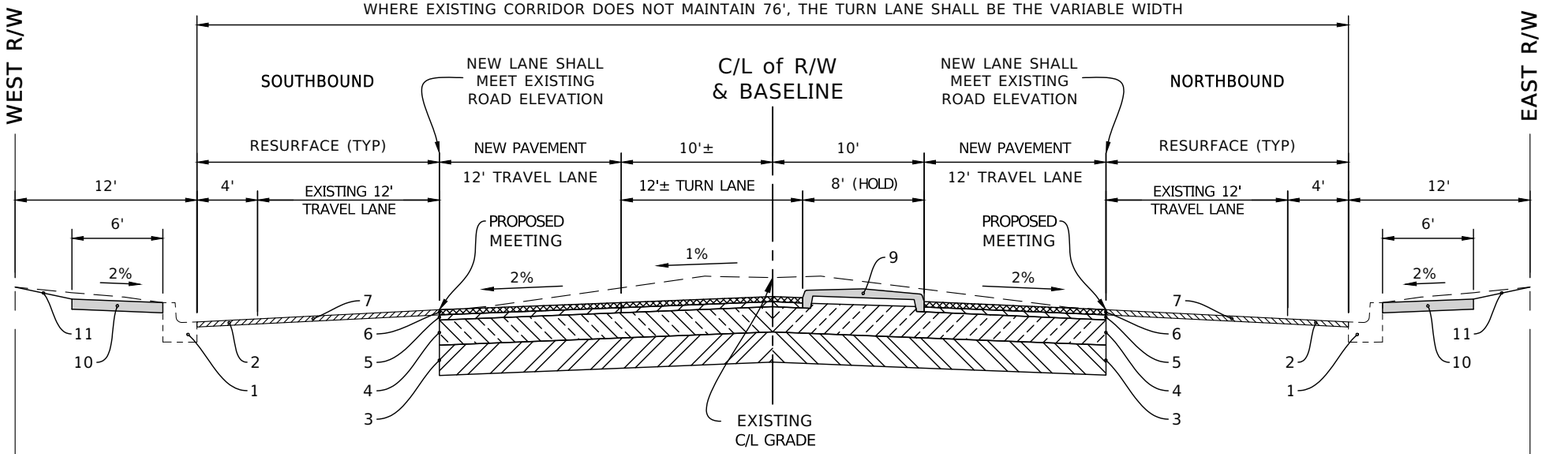
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS				ENGINEER OF RECORD	PREPARED BY	PROJECT No. 14101	SHEET No.
DATE	DESCRIPTION	DATE	DESCRIPTION	NOEL JOHN COOPER, P.E. P.E. LICENSE NUMBER: 69534 STATE OF FLORIDA, DATED: / / . VALID ONLY WITH EMBOSSED SEAL	OCALA City Engineer's Office	PROJECT: SW 44TH / 46TH AVE 4-LANE EXPANSION PROJECT OVERVIEW	07



SECTION VIEW "A"
TYPICAL EXPANDED 4-LANE ROADWAY

(STA 111+50.00 - STA 122+30.00)
and
(STA 125+65.00 - STA 161+90.00)
REFER TO PLAN VIEW FOR
LOCATIONS OF BULLNOSE OPENINGS



SECTION VIEW "B"
4-LANE ROADWAY w TURN LANE

(STA 122+85.00 - STA 125+20.00)
and
(STA 140+95.00 - STA 142+08.50)
(DETAIL MIRRORED AT STA 142/144)

ROADWAY DESIGN SPEED = 45 MPH.

NORTHBOUND (EAST SIDE) LANES ALONG CURVE(S) WHERE ROADWAY IS SUPER-ELEVATED:

AT THE 22' RIGHT SIDE OFFSET FROM
THE CENTERLINE OF THE RIGHT-OF-WAY:

- HOLD THE EXISTING GRADE ELEVATION AT THE PROPOSED MEETING OF THE NEW TRAVEL LANE
- MAINTAIN THE EXISTING SLOPE ALONG THE EXISTING PAVEMENT AND PROJECT THE EXISTING SURFACE TOWARDS THE C/L OF THE RIGHT-OF-WAY TO THE DESIRED ELEVATION ALONG THE NEW TRAVEL LANE

SOUTHBOUND (WEST SIDE) LANES, ALONG CURVE(S) WHERE ROADWAY IS SUPER-ELEVATED:

AT THE 22' LEFT SIDE OFFSET FROM
THE CENTERLINE OF THE RIGHT-OF-WAY:

- HOLD THE EXISTING GRADE ELEVATION AT THE PROPOSED MEETING OF THE NEW TRAVEL LANE
- MAINTAIN THE EXISTING SLOPE ALONG THE EXISTING PAVEMENT AND PROJECT THE EXISTING SURFACE TOWARDS THE C/L OF THE RIGHT-OF-WAY TO THE DESIRED ELEVATION ALONG THE NEW TRAVEL LANE

ROADWAY KEYNOTE LEGEND

1. EXISTING CURB AND GUTTER
2. EXISTING 4' WIDE BICYCLE LANE (REF)
3. STABILIZED SUB-GRADE (12" LBR-40)
4. 10" LIMEROCK BASE COURSE (LBR-100) (COMPACTED TO 98% OF MAXIMUM DENSITY PER AASHTO T-180)
5. SP-12.5 ASPHALT (2" STRUCTURAL COURSE)
6. FC-9.5 ASPHALT (2" FRICTION COURSE)
7. SAWCUT, MILL & REPLACE 2" DEEP FOR FC-9.5 ASPHALT (FRICTION COURSE) TO MATCH FLUSH WITH EXISTING PAVEMENT TO GUTTER EDGE OF EXISTING CURB
8. PROPOSED TYPE "E" CURB AND GUTTER (PER FDOT INDEX 520-001)
9. 8' WIDE TYPE IV TRAFFIC SEPARATOR, MOUNTABLE, OPTION 1 (PER FDOT INDEX 520-020)
10. 4" THICK CONCRETE SIDEWALK (PER FDOT INDEX 522-001)
    (CONTRACTOR SHALL MATCH FRONT OF NEW SIDEWALK w EXISTING BACK OF CURB ELEVATION AND PROVIDE 2% MAX SLOPE THROUGHOUT)
11. ADJUSTED GRADE ELEVATION TO MEET BACK OF NEW SIDEWALK
    (CONTRACTOR SHALL PROVIDE GRADE LEVEL RETAINING WALL TYPE CURBING AT BACK OF NEW SIDEWALKS FOR LOCATION(S) WHERE RIGHT-OF-WAY SHOULDER SLOPE EXCEEDS MINIMUM REQUIRED GRADE AT LOCATIONSSHOWN ON PLAN VIEWS)

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

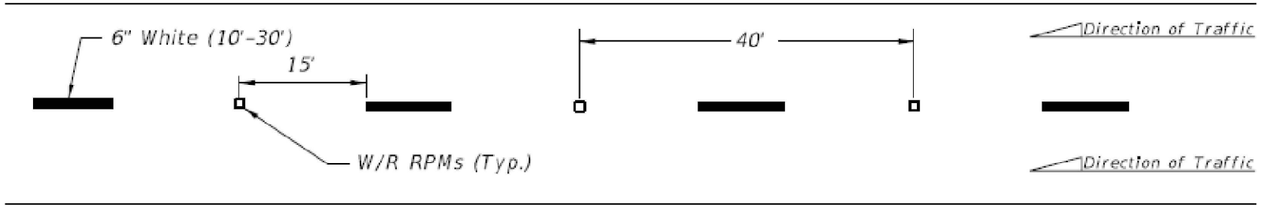
ENGINEER OF RECORD
NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY
OCALA City Engineer's Office

PROJECT No. 14101
PROJECT: SW 44TH / 46TH AVE 4-LANE EXPANSION

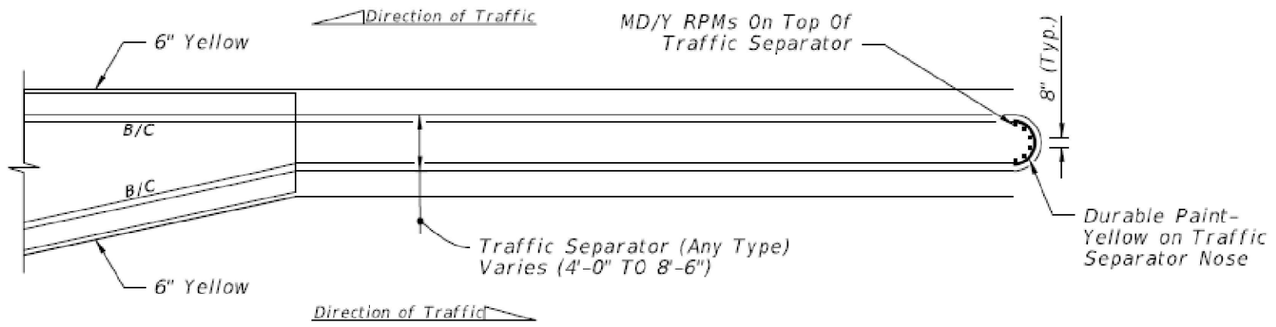
TYPICAL CROSS SECTIONS

SHEET No. 08



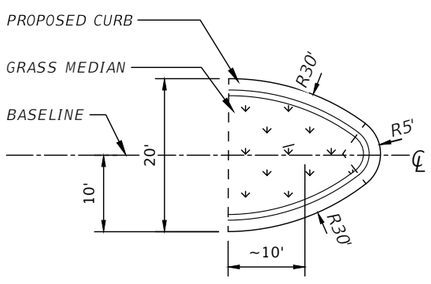
FDOT MULTILANE DETAIL

IMAGE EXTRACTED FROM
"FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION"
(INDEX #706-001, SHEET 1 OF 6)

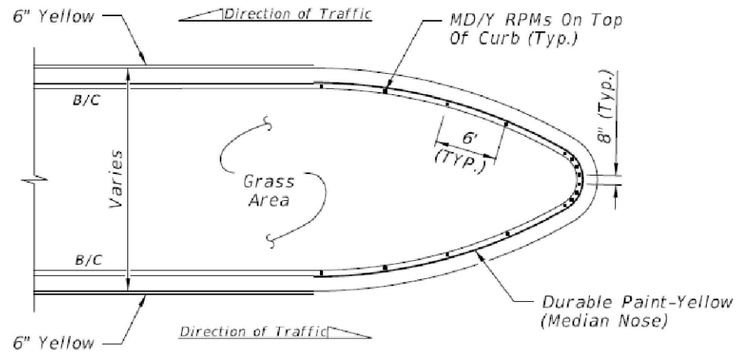


FDOT DETAIL "J"

IMAGE EXTRACTED FROM:
"FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION"
(INDEX #706-001, SHEET 4 OF 6)



TYPICAL FDOT BULLNOSE DETAIL FOR 20 FT WIDE TRAFFIC SEPARATOR



FDOT DETAIL "E"

IMAGE EXTRACTED FROM:
"FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION"
(INDEX #706-001, SHEET 3 OF 6)

POSTED SPEED LIMIT MPH	"Y" FEET
30 OR LESS	10
35	20
40	20
45	***30***
50 OR MORE	40

SIGNING & MARKING LEGEND

B/C = BACK OF CURB
EOP = EDGE OF PAVEMENT
RPM = RAISER PAVEMENT MARKER
W/R = WHITE/RED RPM
Y/Y = YELLOW/YELLOW RPM
Y/R = YELLOW/RED RPM
MD/Y = MONO-DIRECTION YELLOW RPM
BLUE = BLUE RPM (HYDRANT MARKER)

SIGNING & MARKING NOTES

1. FOR TYPE "E" CURB, INSTALL RPM's ALONG THE PAVEMENT EDGE MARKING USING THE SAME SPACING SHOWN
2. ORIENT TRAFFIC FACES OF RPM's IN CURB MEDIAN RADII TO BE PARALLEL TO DIRECTION OF TRAVEL LANES
3. USE EPOXY ADHESIVE TO INSTALL RPM's ON CONCRETE MEDIAN NOSE CURBS
4. INSTALL RPM"S ON CLEAN UNPAINTED SURFACE. DO NOT PAINT CURB SURFACE WHERE RPM's WILL BE PLACED

ABOVE PROVIDED FROM
"FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION"
(INDEX #706-001, SHEET 3 OF 6)

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD
NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY
OCALA City Engineer's Office

PROJECT No. 14101
PROJECT: SW 44TH / 46TH AVE 4-LANE EXPANSION

TYPICAL DETAILS

SHEET No. 09

1" = 40'

THE CONTRACTOR SHALL EXAMINE THE CONDITION OF EXISTING TYPE "E" CURB AND GUTTER, AND REPORT ANY DEFECTS TO ENGINEER OF RECORD

S-103 SS MH ___
RIM = 77.50
INV E. = __.__ (__" PVC)
INV W. = __.__ (__" PVC)

GV-02 GAS MH ___
RIM = 77.50
INV E. = __.__(__" iron)
INV S. = __.__(__" iron)
INV W. = __.__(__" iron)

FMV-03 FMV MH ___
RIM = 76.84
INV E. = __.__ (__" PVC)
INV W. = __.__ (__" PVC)

GAS MH ___ GV-01
RIM = 76.99
INV N. = __.__(__" iron)
INV S. = __.__(__" iron)
INV W. = __.__(__" iron)

BEGIN PI
WEST SIDE
100+42.50
88.00 *LT.*

FD COOP SW20-3 28.34

STM MH ___ S-05
RIM = 77.27
INV E. = __.__(__" RCP)
INV W. = __.__(__" RCP)

NEW 6' WIDE SIDEWALK TO MATCH EXISTING ELEV FOR FLUSH TRANSITION
100+85.50
46.50 *LT.*

SS MH ___ S-06
RIM = 77.92
INV N. = __.__ (__" PVC)
INV S. = __.__ (__" PVC)

GAS MH ___ GV-03
RIM = 76.35
INV N. = __.__(__" iron)
INV S. = __.__(__" iron)

EXISTING GRASS MEDIAN w TYPE "E" CURB & GUTTER TO REMAIN UNDISTURBED

NEW 6' WIDE SIDEWALK w 2% SLOPE

SS MH CO-01
RIM = 76.31
INV E. = __.__ (__" PVC)

STM INLET ___ S-08
RIM = 76.17
INV N. = 69.87(24" RCP)
INV E. = 70.29(18" RCP)

FD 5/8 153.17 W00D L140 W00D L7413 W00D L6614 W00D N0 ID

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

PI STA. 102+96.82

Beg. STA. 100+00.00

100 101 102 103 104

SW 44th CT

SW 44th AVE

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

18" 24"

BEGIN PI
EAST SIDE
100+43.00
88.00 *RT.*

FD COOP 153.05 FD 5/8 153.41 W00D L140 hydrant

SW 20th ST

STM INLET ___ S-09
RIM = 76.18
INV W. = 70.74(18" RCP)

S-101 SS MH ___
RIM = 76.73
INV N. = __.__ (__" PVC)
INV S. = __.__ (__" PVC)

FMV-02 FMV MH ___
RIM = 76.78
INV E. = __.__ (__" PVC)
INV W. = __.__ (__" PVC)

BEGIN PROJECT
STA. 100+43.00
EDGE of 2" DEEP MILL AND OVERLAY w 2" THK SP-12.5 ASPHALT

NEW 6' WIDE SIDEWALK TO MATCH EXISTING FOR FLUSH TRANSITION
100+86.00
47.00 *RT.*

EXISTING TRAFFIC SEPARATOR TO REMAIN UNDISTURBED

NEW 6' WIDE SIDEWALK w 2% SLOPE

SS MH ___ S-07
RIM = 76.83
INV N. = __.__ (__" PVC)
INV S. = __.__ (__" PVC)

SS MH ___
RIM = 77.44
INV N. = __.__ (__" PVC)
INV E. = __.__ (__" PVC)
INV S. = __.__ (__" PVC)
INV W. = __.__ (__" PVC)

FMV MH ___ FMV-01
RIM = 76.91
INV N. = __.__ (__" PVC)
INV S. = __.__ (__" PVC)

INTERSECTION IMPROVEMENTS AT SW 44th AVENUE & SW 20th STREET UNDER SEPARATE CONTRACT

MATCHLINE STA. – 104+16.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / /
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

ROADWAY PLAN
(01 OF 12)

SHEET No. 10

MATCHLINE STA. – 104+16.00

MATCHLINE STA. – 110+32.00

1" = 40'

THE CONTRACTOR SHALL EXAMINE THE CONDITION OF EXISTING TYPE "E" CURB AND GUTTER, AND REPORT ANY DEFECTS TO ENGINEER OF RECORD

NEW 6' WIDE SIDEWALK w 2% SLOPE

S-11 STM INLET - RIM = 74.87
INV N. = 68.22(24" RCP)
INV E. = 68.86(18" RCP)
INV S. = 68.22(24" RCP)

EXISTING GRASS MEDIAN w TYPE "E" CURB & GUTTER TO REMAIN UNDISTURBED

BEGIN NEW 8" WIDE TYPE "D" CURB RETAINING WALL AT BACK OF SIDEWALK
108+90.50
46.00 *LT.*

S-13 SS MH -201
RIM = 72.96
INV N. = 63.40 (12" PVC)

WOOD NO ID

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

105 106 107 108 109 110

SW 44th AVE

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

R50' R50' R51' R50'

asphalt driveway

hydrant

asphalt driveway

151.07
FD 5/8

NEW 6' WIDE SIDEWALK w 2% SLOPE

EXTEND MILL & OVERLAY TO RIGHT-OF WAY FOR FLUSH TRANSITION

NEW CR-G LINEAR SIDEWALK RAMP (TYP EACH SIDE OF DRIVEWAY)

RESTORE CONCRETE SWALE TO MAINTAIN PROPER DRAINAGE (TYP EACH SIDE OF DRIVEWAY)

SS MH - (39)
RIM = 75.42
INV N. = __.__ (12" PVC)
INV S. = __.__ (12" PVC)
S-10

NEW 6' WIDE SIDEWALK w 2% SLOPE

STM INLET - RIM = 74.81
INV W. = 69.06(18" RCP)
S-12

EXTEND MILL & OVERLAY TO RIGHT-OF WAY FOR FLUSH TRANSITION

NEW CR-G LINEAR SIDEWALK RAMP (TYP EACH SIDE OF DRIVEWAY)

BEGIN NEW GRAVITY WALL AT BACK OF SIDEWALK
108+90.50
46.75 *RT.*

RESTORE CONCRETE SWALE TO MAINTAIN PROPER DRAINAGE (TYP EACH SIDE OF DRIVEWAY)

NEW 6' WIDE SIDEWALK w 2% SLOPE

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

ROADWAY PLAN
(02 OF 12)

SHEET No. 11

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisicplinary Projects\2014\14101 - SW 44th Avenue Lane Expansion - Phase 3\14101011102\Roadway\M0DLRD01.dwg

MATCHLINE STA. – 110+32.00

MATCHLINE STA. – 116+48.00

1" = 40'

EXISTING ROADWAY CONDITIONS PROVIDED FOR REFERENCE

BEGIN REGRADE AND RESOD MEDIAN
111+50.00
0.00 *RT.*

END NEW 8" WIDE TYPE "D" CURB AND BEGIN NEW GRAVITY WALL AT BACK OF SIDEWALK
113+50.00
46.00 *LT.*

BEGIN NEW LANE TAPER
114+18.50
9.00 *LT.*

PIN w REBAR AND MATCH SURFACE OF EXISTING CURB & GUTTER w NEW TYPE "E" CURB & GUTTER

SAWCUT AND MATCH EXISTING PAVEMENT ELEVATION (TYP)

NEW 6' WIDE SIDEWALK w 2% SLOPE

NEW MEDIAN REFERENCE ID No. (TYP)

STM INLET -202 (S-14)
RIM = 70.63
INV E. = 65.97 (24" RCP)
INV S. = 65.97 (24" RCP)

SS MH 06083 (S-18)
RIM = 76.76
INV S. = 51.54 (12" PVC)
INV N. = 51.42 (12" PVC)
INV E. = __.__ (12" PVC)

STM INLET -367 (S-19)
RIM = 64.92
INV E. = 61.09 (18" RCP)

SS MH CO-02
RIM = 65.67
INV W. = __.__ (__" PVC)

STM INLET -602 (S-23)
RIM = 63.71
INV N. = 58.24 (36" RCP)
INV E. = 58.35 (24" RCP)

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

SW 44th AVE

PCC STA. 114+70.62

PC STA. 112+98.50

PCC STA. 113+84.57

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

PCC STA. 115+74.86

STM MH -203 (S-15)
RIM = 72.22
INV N. = 65.86 (24" RCP)
INV E. = 65.97 (18" RCP)
INV W. = 65.84 (24" RCP)

STM INLET -204 (S-16)
RIM = 70.98
INV W. = 66.97 (18" RCP)

BEGIN NEW LANE TAPER
111+50.00
9.75 *RT.*

PIN w REBAR AND MATCH SURFACE OF EXISTING CURB & GUTTER w NEW TYPE "E" CURB & GUTTER

NEW 6' WIDE SIDEWALK w 2% SLOPE

SS MH -200 (S-17)
RIM = 76.90
INV W. = 53.90 (12" PVC)
113+35.00
399.94 *RT.*

STM INLET -351 (S-21)
RIM = 65.60
INV W. = 61.48 (18" RCP)

END NEW GRAVITY WALL AND BEGIN NEW 8" WIDE TYPE "D" CURB AT BACK OF SIDEWALK
113+50.00
46.75 *RT.*

END NEW 8" WIDE TYPE "D" CURB RETAINING WALL AT BACK OF SIDEWALK
114+80.00
46.75 *RT.*

STM MH -355 (S-20)
STA +62.25, 6.00 RT
CONVERT EXISTING TOP TO TYPE "S" INLET TOP
NEW TOP GRATE = 65.69
INV N. = 59.58 (24" RCP)
INV E. = 61.29 (18" RCP)
INV S. = 60.91 (24" RCP)
INV W. = 60.90 (18" RCP)

STM DITCH INLET -616 (S-22)
STA +83.00, 6.25 RT
CONVERT EXISTING TOP TO TYPE "6" INLET TOP
NEW TOP GRATE = 63.70
INV S. = 58.80 (24" RCP)
INV W. = 58.69 (18" RCP)

SS MH 06084 (S-24)
RIM = 63.52
INV S. = 50.81 (12" PVC)
INV N. = 50.72 (12" PVC)

REFER TO SECTION VIEW "A" TYPICAL ROADWAY

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

ROADWAY PLAN (03 OF 12)

SHEET No. 12

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisciplinary Projects\2014\14101 - SW 44th Avenue Lane Expansion - Phase 3\14101011102\Roadway\M0DLRD01.dwg

MATCHLINE STA. - 116+48.00

NEW 6' WIDE SIDEWALK w 2% SLOPE

END NEW GRAVITY WALL
AT BACK OF SIDEWALK
116+56.50
46.50 *LT.*

MEDIAN PT
116+70.00
10.00 *LT.*

EXTEND MILL AND OVERLAY TO
R/W FOR FLUSH TRANSITION
w 2% SLOPE (MAX)

MEDIAN BULLNOSE
116+90.00
0.00 *LT.*

MEDIAN BULLNOSE
117+60.00
0.00

MEDIAN PT
117+80.00
9.50 *LT.*

NEW CR-G LINEAR
SIDEWALK RAMP
(TYP EACH SIDE
OF DRIVEWAY)

STM DRAIN MES (S-27)
RIM = 60.93
INV E. = __.__ (36" RCP)

STM INLET -997 (S-26)
RIM = 65.18
INV N. = 59.90 (24" RCP)
INV E. = 57.91 (18" RCP)
INV S. ? = ____ (36" RCP)
INV W. = 56.58 (36" RCP)

EXTEND MILL AND
OVERLAY TO END OF
NEW CURBING FOR
FLUSH TRANSITION
2% SLOPE (MAX)

RETROFIT CONCRETE
DRAINAGE SWALE AT
NEW CURB & GUTTER

EXISTING 6' WIDE SIDEWALK
TO REMAIN UNDISTURBED

STM INLET -1238 (S-29)
RIM = 66.89
INV N. = 61.78 (24" RCP)
INV S. = 61.88 (24" RCP)

SS MH 06086 (S-31)
RIM = 69.06
INV N. = 50.60 (12" PVC)
INV E. = 50.51 (12" PVC)
INV E. = 56.64 (8" PVC)
INV S. = 50.58 (12" PVC)

SAWCUT AND MATCH
EXISTING PAVEMENT
ELEVATION (TYP)

MEDIAN BULLNOSE
122+30.00
0.50 *RT.*

MEDIAN PT
122+10.00
9.75 *LT.*

MATCHLINE STA. - 122+64.00

N

1" = 40'

LIFT STATION No 1425

NEW CR-G LINEAR SIDEWALK
RAMP w CURB RETURN TO R/W
(TYP EACH SIDE OF DRIVEWAY)

asphalt driveway

FD LB5091

2" DEEP MILL AND
OVERLAY w 2" THICK
SP-12.5 ASPHALT

SW 44th AVE

PCC STA. 116+79.10

PCC STA. 121+24.58

2" DEEP MILL AND
OVERLAY w 2" THICK
SP-12.5 ASPH ALT

SW 13th ST

hydrant

CM IBM 6A TP17

FD 1/2

EXTEND NEW TYPE- F C&G
AND PIN INTO EXISTING
FOR FLUSH TRANSITION
(TYP EACH SIDE OF DRIVEWAY)

MEDIAN PT
116+70.00
10.25 *RT.*

RETROFIT CONCRETE
DRAINAGE SWALE AT
NEW CURB & GUTTER

NEW 6' WIDE SIDEWALK w 2% SLOPE

MEDIAN PT
117+80.00
10.50 *RT.*

STM DITCH INLET -957 (S-25)
STA +93.75, 9.50 RT
CONVERT EXISTING TOP
TO TYPE "5" INLET TOP
NEW TOP GRATE = 65.56
INV W. = 60.96 (18" RCP)

NEW CR-G LINEAR SIDEWALK
RAMP w CURB RETURN TO R/W
(TYP EACH SIDE OF DRIVEWAY)

EXTEND MILL & OVERLAY TO END
OF NEW CURBING FOR FLUSH
TRANSITION w 2% SLOPE (MAX)

REFER TO
SECTION VIEW "A"
TYPICAL ROADWAY

NEW 6' WIDE
SIDEWALK
w 2% SLOPE

SS MH CO-03
RIM = 65.88
INV E. = __.__ (__" PVC)

SS MH 06085 (S-28)
RIM = 67.53
INV N. = 49.81 (12" PVC)
INV E. = 50.07 (8" PVC)
INV S. = 49.72 (12" PVC)
INV W. = 49.55 (12" PVC)

MEDIAN PT
122+10.00
10.50 *RT.*

NEW CR-G LINEAR
SIDEWALK RAMP
(TYP EACH SIDE
OF ROADWAY)

EXTEND MILL
AND OVERLAY
3' BEYOND NEW
RAMP & CURBING
w 2% SLOPE (MAX)

SS MH -1410 (S-30)
RIM = 68.22
INV W. = 57.56 (8" PVC)
122+57.34
302.06 *RT.*

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA
City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

ROADWAY PLAN
(04 OF 12)

SHEET No. 13

MATCHLINE STA. - 122+64.00

MATCHLINE STA. - 128+80.00

1" = 40'

TRAFFIC SEPARATOR BULLNOSE
122+80.00
5.50 *RT.*

REFER TO SECTION VIEW "B" TURN LANE ROADWAY

ADD DETECTABLE WARNING TO EXISTING CR-G LINEAR RAMP (TYP EACH SIDE OF DRIVEWAY)

STM INLET -1512 (S-33)
RIM = 69.27
INV S. = 64.09 (24" RCP)
INV E. = 64.70 (18" RCP)

STM INLET -___ (S-34)
RIM = ___
INV N. = ___ (__" RCP)

BEGIN TAPER TRANSITION
125+20.00
0.75 *RT.*

STM INLET -___ (S-35)
RIM = ___
INV N. = ___ (__" RCP)
INV S. = ___ (__" RCP)

STM INLET -___ (S-36)
RIM = ___
INV S. = ___ (__" RCP)

SAWCUT AND MATCH EXISTING PAVEMENT ELEVATION (TYP)

END TAPER TRANSITION
125+70.00
9.50 *LT.*

SS MH CO-04
RIM = 74.81
INV W. = __.__ (__" PVC)

MEDIAN BULLNOSE
128+80.00
0.50 *RT.*

ADD DETECTABLE WARNING TO EXISTING CR-G LINEAR RAMP

EXISTING 6' WIDE SIDEWALK TO REMAIN UNDISTURBED

MEDIAN PT
128+60.00
9.50 *LT.*

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

SW 46th AVE

asphalt driveway

PT STA. 125+70.04

SW 13th ST

NEW CR-G LINEAR SIDEWALK RAMP (TYP EACH SIDE OF ROADWAY)

REPLACE 30 LF DEPRESSED CURB w NEW TYPE-F CURB & GUTTER PINNED INTO EXISTING C&G AT EACH END

TRANSITION END OF TRAFFIC SEPARATOR AND BEGIN GRASS MEDIAN
125+20.00
9.25 *RT.*

SS MH 06091 (S-37)
RIM = 73.85
INV N. = 52.31 (12" PVC)
INV E. = 52.56 (6" PVC)
INV S. = 52.16 (12" PVC)
INV W. = 52.62 (6" PVC)

REFER TO SECTION VIEW "A" TYPICAL ROADWAY

MEDIAN PT
128+60.00
10.50 *RT.*

EXTEND MILL AND OVERLAY 3' BEYOND NEW RAMP & CURBING w 2% SLOPE (MAX)

STM DITCH INLET -1539 (S-32)
STA +52.00, 9.50 RT
CONVERT EXISTING TOP TO TYPE "5" INLET TOP
NEW TOP GRATE = 69.10
INV W. = 65.04 (18" RCP)

NEW 6' WIDE SIDEWALK w 2% SLOPE

NEW CR-G LINEAR SIDEWALK RAMP (TYP EACH SIDE OF ROADWAY)

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / /
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

ROADWAY PLAN
(05 OF 12)

SHEET No. 14

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

N

1" = 40'

MEDIAN BULLNOSE
129+40.00
0.25 *RT.*

ADD DETECTABLE WARNING TO EXISTING CR-G LINEAR RAMP

MEDIAN PT
129+60.00
9.50 *LT.*

SS MH 06092 (S-38)
RIM = 76.17
INV N. = 53.89 (12" PVC)
INV S. = 53.89 (12" PVC)

SAWCUT AND MATCH EXISTING PAVEMENT ELEVATION (TYP)

EXISTING 6' WIDE SIDEWALK TO REMAIN UNDISTURBED

SW 46th AVE

asphalt driveway

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPH ALT

M-4

PC STA. 129+62.39

RESTORE CONCRETE SWALE TO MAINTAIN PROPER DRAINAGE (TYP EACH SIDE OF DRIVEWAY)

MEDIAN PT
129+60.00
10.50 *RT.*

NEW CR-G LINEAR SIDEWALK RAMP (TYP EACH SIDE OF DRIVEWAY)

SS MH CO-05
RIM = 74.43
INV W. = __.__ (__" PVC)

REFER TO SECTION VIEW "A" TYPICAL ROADWAY

NEW 6' WIDE SIDEWALK w 2% SLOPE

SET COCBM AKA TPI9

S-39 SS MH 06093
RIM = 72.65
INV N. = 55.79 (12" PVC)
INV S. = 55.65 (12" PVC)

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

hydrant

MATCHLINE STA. - 128+80.00

MATCHLINE STA. - 134+96.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

ROADWAY PLAN
(06 OF 12)

SHEET No. 15

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisicplinary Projects\2014\14101 - SW 44th Avenue Lane Expansion - Phase 3\14101011102\Roadway\M0DLRD01.dwg

1" = 40'

STM DITCH NLET -2752 (S-40)
STA +16.25, 13.00 RT
CONVERT EXISTING TOP TO TYPE "5" INLET TOP
NEW TOP GRATE = 70.52
INV E. = 66.26 (18" RCP)

EXISTING CR-G LINEAR RAMP w DETECTABLE WARNING TO REMAIN UNDISTURBED (TYP EACH SIDE OF DRIVEWAY)

SAWCUT AND MATCH EXISTING PAVEMENT ELEVATION (TYP)

EXISTING 6' WIDE S'WALK TO REMAIN UNDISTURBED

STM DITCH DRAIN -3156 (S-48)
STA +20.75, 10.75 RT
CONVERT EXISTING TOP TO TYPE "5" INLET TOP
NEW TOP GRATE = 66.72
INV E. = 57.91 (18" RCP)
INV N. = 59.90 (14"x23" ERCP)

STM DITCH INLET -3304 (S-49)
STA +55.25, 8.00 RT
CONVERT EXISTING TOP TO TYPE "5" INLET TOP
NEW TOP GRATE = 66.23
INV S. = 63.66 (14"x23" ERCP)

NEW 6' WIDE SIDEWALK TO MATCH EXISTING FOR FLUSH TRANSITION
140+55.75
43.25 *LT.*

TRANSITION END OF MEDIAN AND BEGIN TRAFFIC SEPARATOR
140+95.00
10.00 *LT.*

MEDIAN PT
135+45.00
11.00 *LT.*

MEDIAN BULLNOSE
135+65.00
1.00 *LT.*

MEDIAN BULLNOSE
136+20.00
1.75 *LT.*

MEDIAN PT
136+40.00
11.75 *LT.*

REFER TO SECTION VIEW "A" TYPICAL ROADWAY

SW 46th AVE

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

asphalt driveway

asphalt driveway

STAKE

hydrant

L6567 L6566 L6568 L8682

FD 1/2

M-5

136 137 138 139 140 141

PC STA. 134+09.20

PT STA. 140+55.69

MATCHLINE STA. - 134+96.00

MATCHLINE STA. - 141+12.00

SS MH 06900 (S-43)
RIM = 70.69
INV N. = 56.40 (12" PVC)
INV E. = 56.36 (8" PVC)
INV S. = 56.24 (12" PVC)

REFER TO SECTION VIEW "A" TYPICAL ROADWAY

NEW 6' WIDE SIDEWALK w 2% SLOPE

MEDIAN PT
135+45.00
9.00 *RT.*

STM INLET -2696 (S-41)
RIM = 70.39
INV N. = 64.35 (24" RCP)
INV W. = 65.96 (18" RCP)

SS MH -2773 (S-42)
RIM = 64.97
INV W. = 57.61 (8" PVC)
135+91.29
326.35 *RT.*

MEDIAN PT
136+40.00
8.25 *RT.*

NEW CR-G LINEAR SIDEWALK RAMP (TYP EACH SIDE OF DRIVEWAY)

RESTORE CONCRETE SWALE TO MAINTAIN PROPER DRAINAGE (TYP EACH SIDE OF DRIVEWAY)

STM MH -2965 (S-44)
RIM = 69.33
INV N. = 63.02 (24" RCP)
INV E. = ___ (36" RCP)
INV S. = 63.15 (24" RCP)

SS MH CO-06
RIM = 67.92
INV W. = _._ (__" PVC)

STM MH -___ (S-45)
RIM = 64.59
INV W. = ___ (36" RCP)

SS MH 06094 (S-46)
RIM = 68.43
INV N. = 57.61 (12" PVC)
INV S. = 57.37 (12" PVC)

STM INLET -3183 (S-47)
RIM = 66.97
INV N. = 61.75 (24" RCP)
INV S. = 62.07 (24" RCP)
INV W. = 62.65 (18" RCP)

BEGIN TAPER TRANSITION
140+45.00
10.00 *RT.*

NEW 6' WIDE SIDEWALK w 2% SLOPE

END TAPER TRANSITION
140+95.00
1.00 *LT.*

REFER TO SECTION VIEW "B" TURN LANE ROADWAY

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

ROADWAY PLAN
(07 OF 12)

SHEET No. 16

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisciplinary Projects\2014\14101 - SW 44th Avenue Lane Expansion - Phase 3\14101011102\Roadway\M0DLRD01.dwg

1" = 40'

END TRANSITION
141+20.00

NEW 6' WIDE SIDEWALK w 2% SLOPE

REFER TO SECTION VIEW "B" TURN LANE ROADWAY

STM CURB INLET -3437 (S-52)
RIM = 65.62
INV E. = 61.02 (18" RCP)

RETROFIT CR-C TYPE LINEAR SIDEWALK RAMP FROM NEW 6' SIDEWALK INTO EXISTING INACTIVE DRIVEWAY APRON (TYP EACH SIDE OF DRIVEWAY)

MEDIAN BULLNOSE
142+85.00
0.00

MEDIAN PT
143+05.00
10.00 *LT.*

(S-54) stm curb inlet -3632
RIM = 58.53
INV E. = 57.91 (14"x23" ERCP)

SAWCUT AND MATCH EXISTING PAVEMENT ELEVATION (TYP)

(S-57) STM INLET -3753
RIM = 65.53
INV E. = 59.17 (14"x23" ERCP)

NEW 6' WIDE SIDEWALK w 2% SLOPE

T963 T951 T952 L6205 44" 30" 4X4 MELVIN RLS 1818 65.04 140.79 SET COO BM PK NAIL 65.79 60.0' conc apron

EL 66.55 EL 66.42 EL 65.79 EL 64.78 EL 65.19 EL 64.20 EL 64.65 EL 64.09 EL 64.56 EL 64.53 EL 65.04 EL 65.96 EL 66.37

PI STA. 142+37.39

SW 46th AVE

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

29.5' 28' 20.5' 28'

142 143 144 145 146 147

M-6

FD PUNCH MARK ON SMH 66.42 66.36 55 LT.

FD COOP WSE 34AD JUSTED 141.98 LT.

EL 66.03 EL 65.57 EL 65.73 EL 65.14 EL 64.90 EL 64.56 EL 64.49 EL 64.10 EL 64.58 EL 63.96 EL 64.93 EL 64.44 EL 66.21 EL 65.83

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

FD 5/8 65.53 hydrant STAKE STAKE STAKE 140.98 FD 5/8

L8922 L8921 asphalt driveway 32

NEW 6' WIDE SIDEWALK w 2% SLOPE

NEW CR-C LINEAR SIDEWALK RAMP (TYP EACH SIDE OF DRIVEWAY)

SS MH CO-07
RIM = 65.05
INV W. = __.__ (__" PVC)

MEDIAN PT
143+05.00
10.00 *RT.*

REFER TO SECTION VIEW "A" TYPICAL ROADWAY

STM INLET -3621 (S-55)
RIM = 64.06
INV N. = 58.17 (36" RCP)
INV S. = 58.10 (36" RCP)
INV W. = 58.20 (14"x23" ERCP)

NEW 6' WIDE SIDEWALK w 2% SLOPE

(S-56) SS MH 06096
RIM = 66.31
INV N. = 60.95 (12" PVC)
INV E. = 61.11 (8" PVC)
INV S. = 60.71 (12" PVC)

STM INLET -3768 (S-58)
RIM = 65.62
INV N. = 58.85 (36" RCP)
INV S. = 58.81 (36" RCP)
INV W. = 58.72 (14"x23" ERCP)

MEDIAN BULLNOSE
142+09.50
5.00 *LT.*

SS MH 06095 (S-53)
RIM = 66.43
INV N. = 59.25 (12" PVC)
INV E. = 59.47 (8" PVC STUB)
INV S. = 59.01 (12" PVC)

REPLACE ±5% SLOPED CONCRETE APRON w NEW 6" THK CONCRETE APRON w 2% SLOPE AT 6' WIDE SIDEWALK, AND MATCH EXISTING GRADE AT R/W

(S-51) STM INLET -3436
RIM = 65.15
INV N. = 57.66 (36" RCP)
INV E. = 57.60 (48" RCP)
INV S. = 59.98 (24" RCP)
INV W. = 58.32 (18" RCP)

STM MH -3407 (S-50)
RIM = 65.66
INV W. = 57.20 (48" RCP)
142+00.57
199.08 *RT.*

MATCHLINE STA. – 141+12.00

MATCHLINE STA. – 147+28.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED BY NOEL JOHN COOPER, P.E. LICENSE NUMBER 69534, STATE OF FLORIDA, DATED: / / . VALID ONLY WITH EMBOSSED SEAL. PRINTED COPIES OF THIS SHEET ARE NOT CONSIDERED SIGNED AND SEALED AND SHALL NOT BE RELIED UPON FOR ANY PURPOSE. IT IS THE RESPONSIBILITY OF THE ANYONE USING THE DATA ATTACHED TO THIS SHEET TO VERIFY THAT THEY HAVE THE CORRECT VERSION OF THE DATA. UNVERIFIED DATA MAY BE USED FOR REFERENCE ONLY. ©2025, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

ROADWAY PLAN (08 OF 12)

SHEET No. 17

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisciplinary Projects\2014\14101 – SW 44th Avenue Lane Expansion – Phase 3\14101011102\Roadway\M0DLRD01.dwg

MATCHLINE STA. - 147+28.00

N

1" = 40'

REFER TO SECTION VIEW "A" TYPICAL ROADWAY

MEDIAN PT 148+10.00 10.00 *LT.*

MEDIAN BULLNOSE 148+30.00 0.00

MEDIAN BULLNOSE 148+80.00 0.00

MEDIAN PT 149+00.00 10.25 *LT.*

NEW 6' WIDE SIDEWALK w 2% SLOPE

SAWCUT AND MATCH EXISTING PAVEMENT ELEVATION (TYP)

T953

T954

EL 68.03

EL 68.41

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

EL 70.35

EL 70.83

EL 71.65

EL 72.00

SW 46th AVE

EL 72.28

EL 72.64

EL 72.18

EL 72.43

EL 71.32

EL 71.63

28'

148

149

150

151

152

153

M-7

EL 68.25

EL 67.88

SET C00 BM AK ALTr4

hydrant

EL 70.75

EL 70.29

EL 72.00

EL 71.52

EL 72.78

EL 72.15

EL 72.48

EL 72.03

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

EL 71.62

EL 71.23

asphalt driveway

STAKE

FD 3/4

146.96

gravel d/w

STAKE

FD 5/8

146.90

STAKE

hydrant

NEW 6' WIDE SIDEWALK w 2% SLOPE

MEDIAN PT 148+10.00 10.00 *RT.*

NEW CR-C LINEAR SIDEWALK RAMP (TYP EACH SIDE OF DRIVEWAY)

NEW 6' WIDE SIDEWALK w 2% SLOPE

REPLACE ±5% SLOPED CONCRETE APRON w NEW 6" THK CONCRETE APRON w 2% SLOPE AT 6' WIDE SIDEWALK, AND MATCH EXISTING GRADE AT R/W

MEDIAN PT 149+00.00 10.00 *RT.*

NEW CR-C LINEAR SIDEWALK RAMP (TYP EACH SIDE OF DRIVEWAY)

REPLACE ±5% SLOPED CONCRETE APRON w NEW 6" THK CONCRETE APRON w 2% SLOPE AT 6' WIDE SIDEWALK, AND MATCH EXISTING GRADE AT R/W

STM MH -3975 (S-60)
RIM = 72.59
INV N. = 59.75 (36" RCP)
INV S. = 59.77 (36" RCP)

SS MH 06097 (S-59)
RIM = 73.36
INV N. = 62.71 (12" PVC)
INV E. = 62.79 (8" PVC)
INV S. = 62.55 (12" PVC)

REFER TO SECTION VIEW "A" TYPICAL ROADWAY

NEW 6' WIDE SIDEWALK w 2% SLOPE

MATCHLINE STA. - 153+44.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

ROADWAY PLAN
(09 OF 12)

SHEET No. 18

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisciplinary Projects\2014\14101 - SW 44th Avenue Lane Expansion - Phase 3\14101011102\Roadway\MODLRD01.dwg

1" = 40'

S-61 STM INLET -4475
RIM = 70.44
INV E. = 66.31 (18" RCP)

BEGIN NEW GRAVITY WALL AT BACK OF SIDEWALK
154+75.00
46.50 *LT.*

NEW CR-C LINEAR SIDEWALK RAMP (TYP EACH SIDE OF DRIVEWAY)

REPLACE ±5% SLOPED CONCRETE APRON w NEW 6" THK CONCRETE APRON w 2% SLOPE AT 6' WIDE SIDEWALK, AND MATCH EXISTING GRADE AT R/W

SAWCUT AND MATCH EXISTING PAVEMENT ELEVATION (TYP)

END NEW GRAVITY WALL AT BACK OF SIDEWALK
158+65.00
46.50 *LT.*

REFER TO SECTION VIEW "A" TYPICAL ROADWAY

REFER TO SECTION VIEW "A" TYPICAL ROADWAY

NEW 6' WIDE SIDEWALK w 2% SLOPE

MEDIAN PT
155+10.00
10.25 *LT.*

MEDIAN BULLNOSE
155+30.00
0.12 *LT.*

MEDIAN BULLNOSE
155+70.00
0.00 *RT.*

MEDIAN PT
155+90.00
10.00 *RT.*

STM INLET -4384 S-64
RIM = 69.91
INV E. = 61.08 (18" RCP)

NEW 6' WIDE SIDEWALK w 2% SLOPE

S-66 STM INLET -4538
RIM = 70.49
INV E. = 62.55 (18" RCP)

T962 *T955* *dirt path* *5/8* *148.77* *148.85* *FD 5/8* *OEU5971* *front apron*

EL 70.56 EL 70.88 EL 70.13 EL 70.49 EL 69.85 EL 70.25 EL 69.96 EL 70.47 EL 70.29 EL 70.84 EL 70.92 EL 71.37

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

SW 46th AVE

154 155 156 157 158 159

MAGNL/DLSN TRAV. PT 06556

M-8

PI STA. 155+64.96

EL 70.98 EL 70.45 EL 70.55 EL 69.97 EL 70.31 EL 69.80 EL 70.44 EL 69.85 EL 70.83 EL 70.12 EL 71.33 EL 70.78

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

SET CD NOM AKA TP6

STAKE *dirt path* *L1652* *front apron* *148.84* *145.76* *5/8* *gate beyond overgrown brush* *STAKE* *hydrant* *145.40* *FD 5/8*

MATCHLINE STA. – 153+44.00

MATCHLINE STA. – 159+60.00

S-62 STM INLET -4174
RIM = 70.45
INV N. = 61.09 (36" RCP)
INV S. = 60.83 (36" RCP)
INV W. = 65.66 (18" RCP)

S-63 SS MH 06098
RIM = 71.50
INV N. = 64.39 (12" PVC)
INV E. = 64.55 (8" PVC)
INV S. = 64.34 (12" PVC)

NEW 6' WIDE SIDEWALK w 2% SLOPE

MEDIAN PT
155+10.00
10.00 *RT.*

NEW CR-C LINEAR SIDEWALK RAMP (TYP EACH SIDE OF DRIVEWAY)

REPLACE ±5% SLOPED CONCRETE APRON w NEW 6" THK CONCRETE APRON w 2% SLOPE AT 6' WIDE SIDEWALK, AND MATCH EXISTING GRADE AT R/W

NEW 6' WIDE SIDEWALK w 2% SLOPE

MEDIAN PT
155+90.00
10.00 *RT.*

STM INLET -4385 S-65
RIM = 69.92
INV N. = 61.88 (24" RCP)
INV S. = 61.44 (36" RCP)
INV W. = 61.64 (18" RCP)

NEW CR-C LINEAR SIDEWALK RAMP (TYP EACH SIDE OF DRIVEWAY)

REPLACE ±5% SLOPED CONCRETE APRON w NEW 6" THK CONCRETE APRON w 2% SLOPE AT 6' WIDE SIDEWALK, AND MATCH EXISTING GRADE AT R/W

NEW 6' WIDE SIDEWALK w 2% SLOPE

S-67 STM INLET -4504
RIM = 70.51
INV N. = 62.26 (24" RCP)
INV S. = 62.21 (24" RCP)
INV W. = 62.38 (18" RCP)

SS MH 06099 S-68
RIM = 72.07
INV N. = 66.08 (12" PVC)
INV E. = 66.13 (8" PVC)
INV S. = 66.03 (12" PVC)

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

ROADWAY PLAN
(10 OF 12)

SHEET No. 19

MATCHLINE STA. - 159+60.00

1" = 40'

RETROFIT CONCRETE DRAINAGE SWALE AT NEW CURB & GUTTER

REPLACE ±5% SLOPED CONCRETE APRON w NEW 6" THK CONCRETE APRON w 2% SLOPE AT 6' WIDE SIDEWALK, AND MATCH EXISTING GRADE AT R/W

NEW 6' WIDE SIDEWALK w 2% SLOPE

MEDIAN BULLNOSE 161+90.00 0.50 *LT.*

NEW CR-G LINEAR SIDEWALK RAMP w CURB RETURN TO R/W (TYP EACH SIDE OF DRIVEWAY)

REFER TO SECTION VIEW "A" TYPICAL ROADWAY

MEDIAN PT 161+70.00 10.50 *LT.*

END PI WEST SIDE 162+00.00 38.00 *LT.*

EXTEND NEW TYPE- F C&G AND PIN w REBAR INTO EXISTING C&G FOR FLUSH TRANSITION (TYP EACH SIDE OF DRIVEWAY)

NEW 6' WIDE SIDEWALK w 2% SLOPE

PROPOSED MEDIAN WITH TYPE-E CURB PROVIDED UNDER SEPARATE CONTRACT

R51'

R51'

asphalt driveway

EL 71.57

EL 72.07

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

EL 72.25

EL 72.79

PROPOSED MILL AND OVERLAY BEYOND STA 162+00 PROVIDED UNDER SEPARATE CONTRACT

2.8'

160 161 162 163 164 165

M-8

20'

SW 46th AVE

EL 72.09

EL 71.46

2" DEEP MILL AND OVERLAY w 2" THICK SP-12.5 ASPHALT

EL 72.88

EL 72.19

2.8'

gate and overgrown brush

hydrant

gated limited access

SAWCUT AND MATCH EXISTING PAVEMENT ELEVATION (TYP)

S-69 STM -4644 = 72.78
INV N. = 62.97 (24" RCP)
INV S. = 62.92 (24" RCP)

MEDIAN PT 161+70.00 9.50 *RT.*

END PI EAST SIDE 162+00.00 38.00 *RT.*

SS MH 06100
RIM = 74.12
INV N. = 67.91 (8" PVC)
INV E. = 67.93 (8" PVC STUB)
INV S. = 67.81 (12" PVC)

S-70

NEW 6' WIDE SIDEWALK w 2% SLOPE

NEW CR-C LINEAR SIDEWALK RAMP (TYP EACH SIDE OF DRIVEWAY)

NEW 6' WIDE SIDEWALK

NEW CR-C LINEAR SIDEWALK RAMP (TYP EACH SIDE OF DRIVEWAY)

REPLACE ±5% SLOPED CONCRETE APRON w NEW 6" CONCRETE APRON AT 2% SLOPE

S-71 STM MH -4841
RIM = 72.29
INV N. = 63.76 (24" RCP)
INV S. = 63.60 (24" RCP)

REPLACE +/-5% SLOPED CONCRETE APRON w NEW 6" THK CONC APRON w 2% SLOPE AT 6' WIDE SIDEWALK, AND MATCH EXISTING GRADE AT R/W

REPLACE ±5% SLOPED CONCRETE APRON w NEW 6" THK CONCRETE APRON w 2% SLOPE AT 6' WIDE SIDEWALK, AND MATCH EXISTING GRADE AT R/W

END OF MILL AND OVERLAY (MATCH ELEV AT TRANSITION UNDER SEPARATE CONTRACT) STA. 162+00.00 0.00

MATCHLINE STA. - 165+76.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

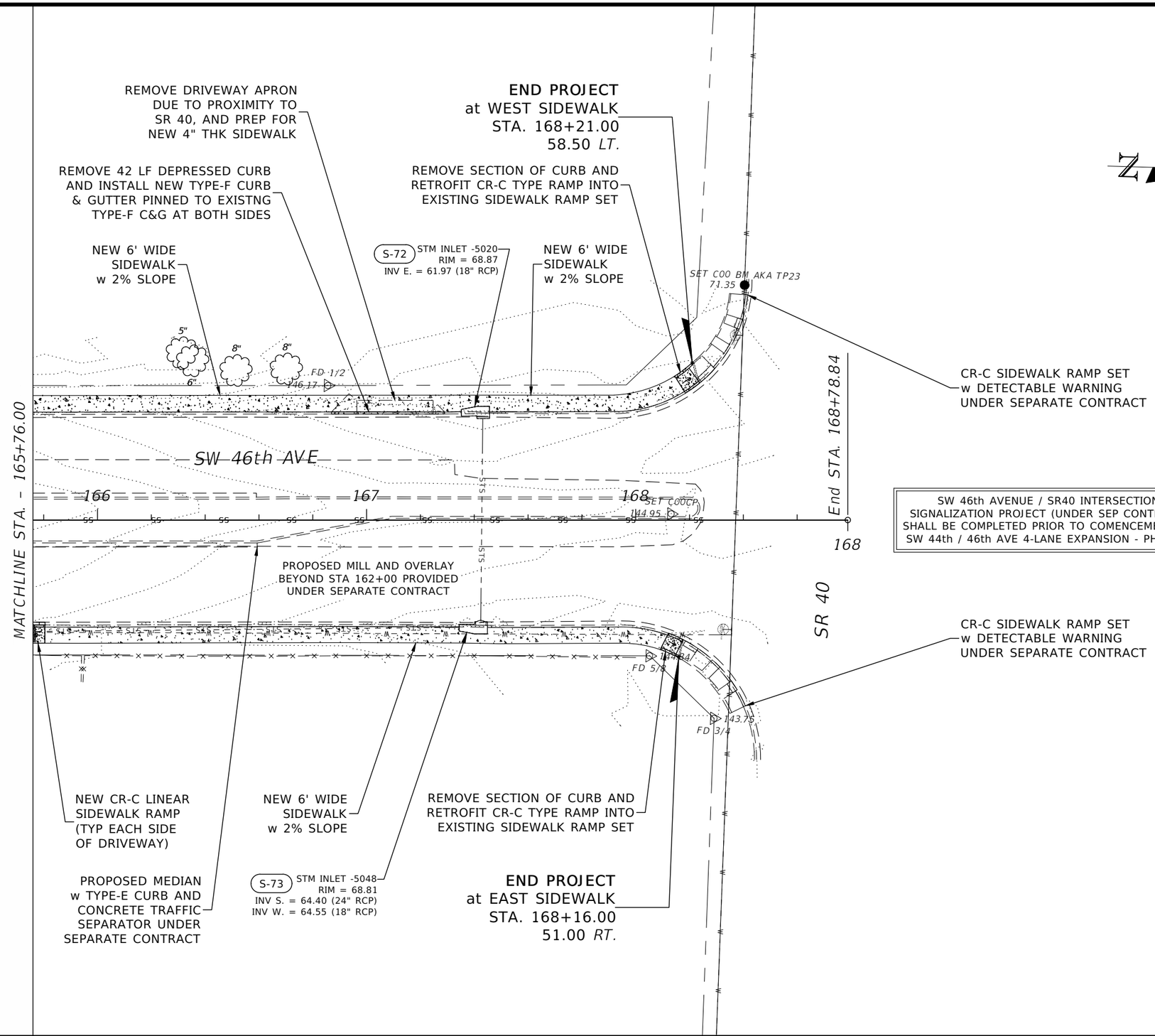
PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

ROADWAY PLAN
(11 OF 12)

SHEET No. 20

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisciplinary Projects\2014\14101 - SW 44th Avenue Lane Expansion - Phase 3\14101011102\Roadway\MODLRD01.dwg



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

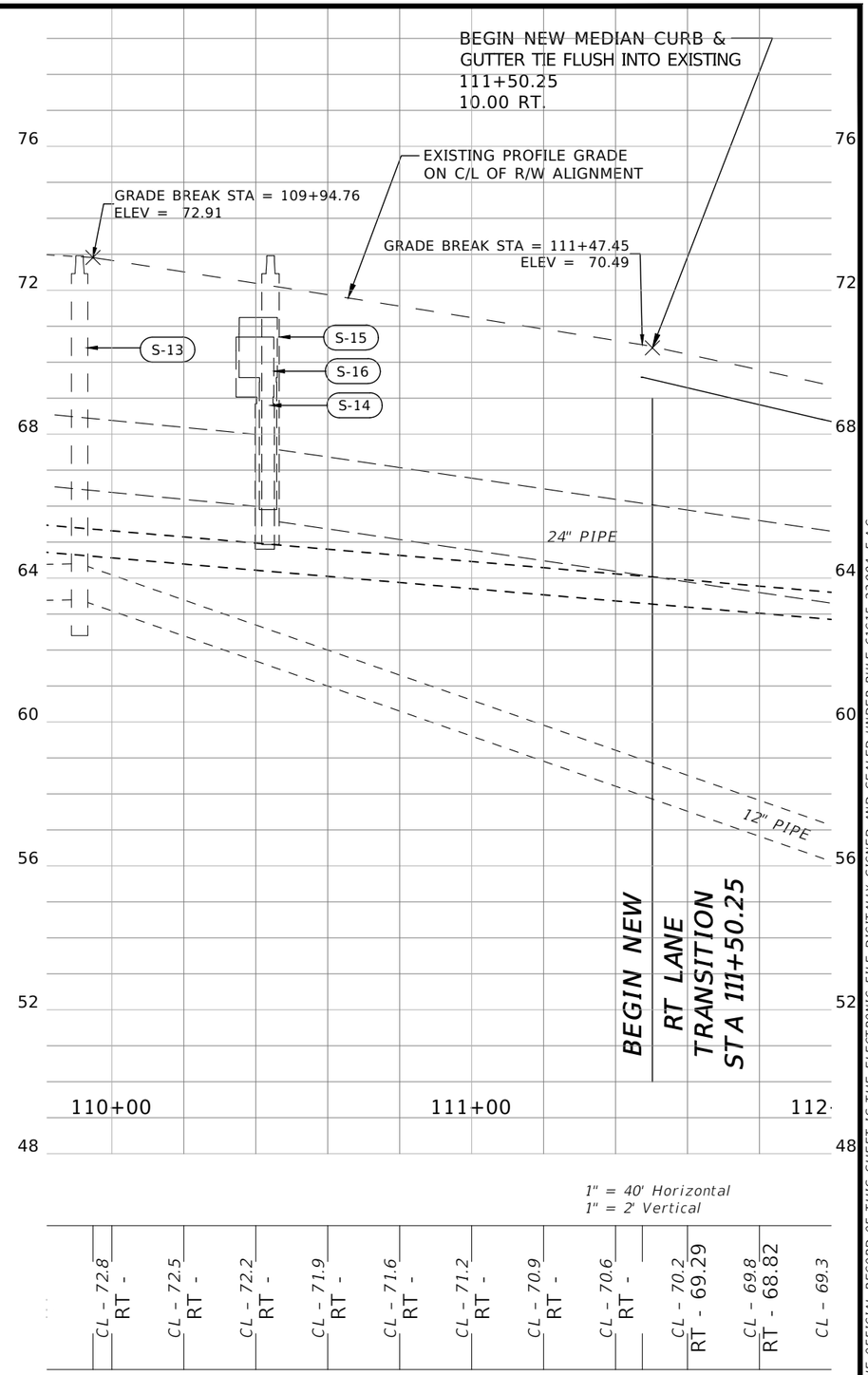
OCALA City Engineer's Office

PROJECT No. 14101
PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

ROADWAY PLAN (12 OF 12)

SHEET No. 21

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisicplinary Projects\2014\14101 - SW 44th Avenue Lane Expansion - Phase 3\14101011102\Roadway\M0DLRD01.dwg



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

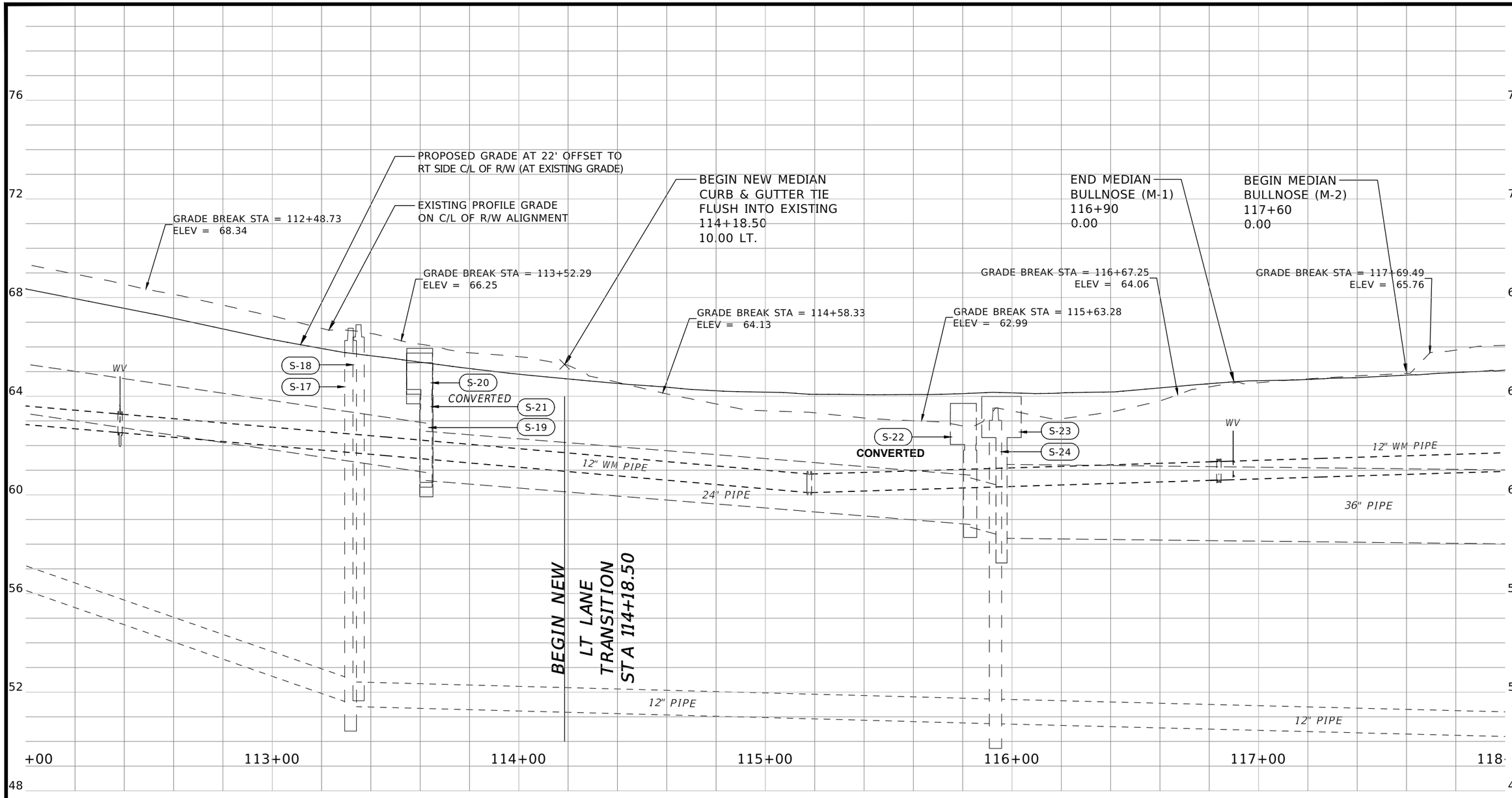
OCALA City Engineer's Office

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

PROFILE VIEW
(01 OF 10)

SHEET No. 22

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



1" = 40' Horizontal
1" = 2' Vertical

RT - 68.35	CL - 69.0 RT - 67.96	CL - 68.5 RT - 67.56	CL - 68.1 RT - 67.16	CL - 67.7 RT - 66.73	CL - 67.3 RT - 66.30	CL - 66.8 RT - 65.94	CL - 66.5 RT - 65.64	CL - 66.1 RT - 65.38	CL - 65.8 RT - 65.12	CL - 65.6 RT - 64.89	CL - 65.3 RT - 64.70	CL - 64.6 RT - 64.52	CL - 64.1 RT - 64.37	CL - 63.7 RT - 64.22	CL - 63.4 RT - 64.17	CL - 63.3 RT - 64.08	CL - 63.1 RT - 64.06	CL - 63.0 RT - 64.07	CL - 62.8 RT - 64.11	CL - 63.4 RT - 64.14	CL - 63.1 RT - 64.13	CL - 63.4 RT - 64.18	CL - 63.8 RT - 64.34	CL - 64.4 RT - 64.51	CL - 64.6 RT - 64.63	CL - 64.7 RT - 64.68	CL - 64.8 RT - 64.76	CL - 64.9 RT - 64.86	CL - 65.9 RT - 64.96	CL - 66.1

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

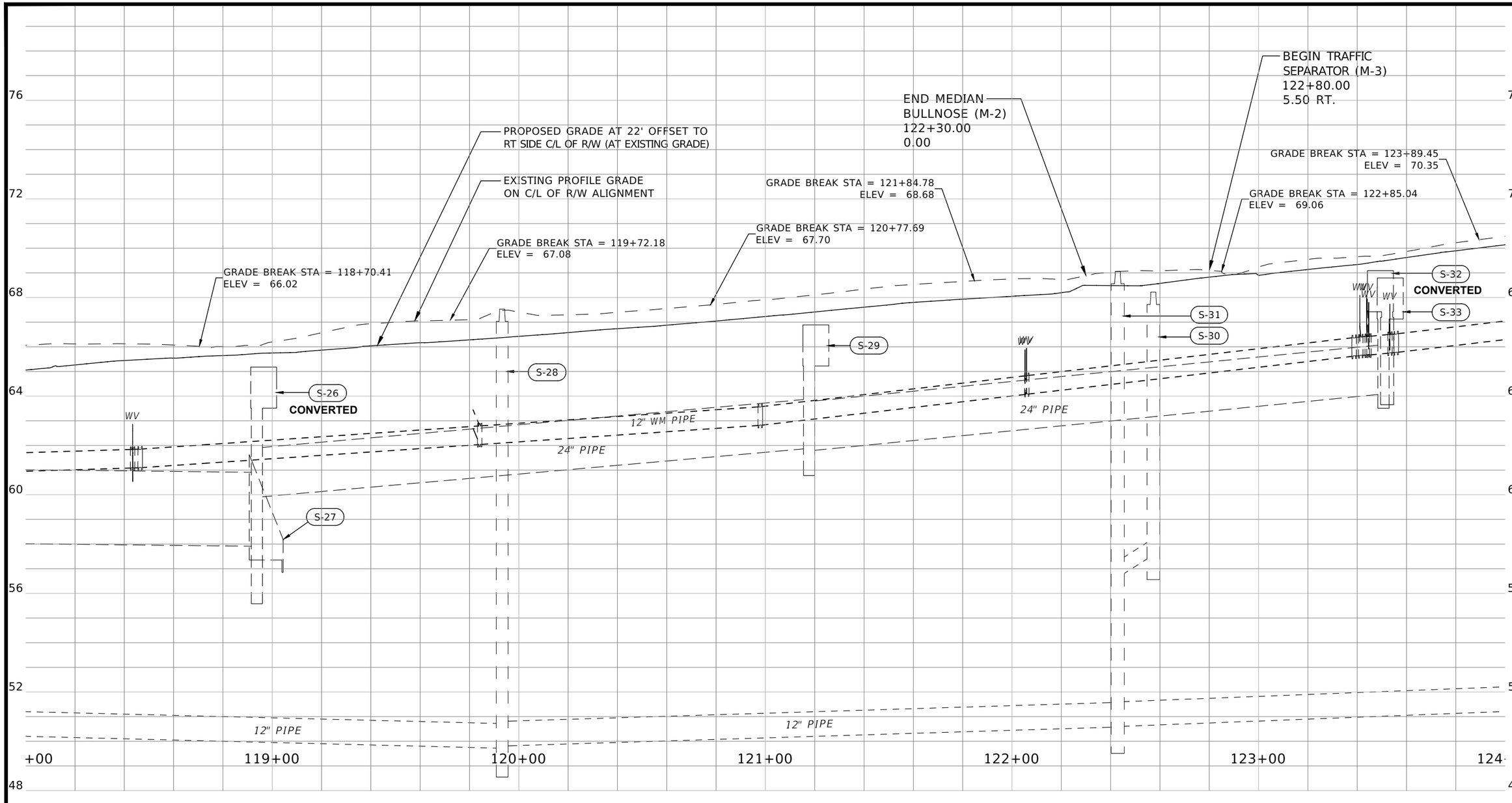
PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

PROFILE VIEW (02 OF 10)

SHEET No. 23

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisicplinary Projects\2014\14101 - SW 44th Avenue Lane Expansion - Phase 3\14101011102\Roadway\MODLRD01.dwg

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



1" = 40' Horizontal
1" = 2' Vertical

RT - 65.06	CL - 66.1 RT - 65.27	CL - 66.1 RT - 65.44	CL - 66.1 RT - 65.54	CL - 66.0 RT - 65.64	CL - 66.2 RT - 65.75	CL - 66.6 RT - 65.86	CL - 66.9 RT - 66.04	CL - 67.1 RT - 66.17	CL - 67.1 RT - 66.28	CL - 67.4 RT - 66.43	CL - 67.3 RT - 66.58	CL - 67.4 RT - 66.74	CL - 67.6 RT - 66.88	CL - 67.7 RT - 67.05	CL - 67.9 RT - 67.23	CL - 68.1 RT - 67.41	CL - 68.3 RT - 67.61	CL - 68.5 RT - 67.80	CL - 68.7 RT - 67.93	CL - 68.8 RT - 68.05	CL - 68.7 RT - 68.19	CL - 69.0 RT - 68.48	CL - 69.1 RT - 68.57	CL - 69.1 RT - 68.83	CL - 69.2 RT - 68.90	CL - 69.5 RT - 69.14	CL - 69.7 RT - 69.34	CL - 69.9 RT - 69.62	CL - 70.2 RT - 69.89	CL - 70.5

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

PROFILE VIEW (03 OF 10)

SHEET No. 24

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

BEGIN TAPER TRANSITION
125+20.00
1.00 RT.

END TAPER TRANSITION
125+65.00
10.00 LT.

PROPOSED GRADE AT 22' OFFSET TO RT SIDE C/L OF R/W (AT EXISTING GRADE)

EXISTING PROFILE GRADE ON C/L OF R/W ALIGNMENT

END MEDIAN BULLNOSE (M-3)
128+80.00
0.00

BEGIN MEDIAN BULLNOSE (M-4)
129+40.00
0.00

STRUCTURES IN THIS AREA RESIDE WEST OF ROW

GRADE BREAK STA = 124+96.19
ELEV = 71.77

GRADE BREAK STA = 126+03.22
ELEV = 73.37

GRADE BREAK STA = 127+20.29
ELEV = 74.71

GRADE BREAK STA = 128+21.28
ELEV = 75.55

GRADE BREAK STA = 129+21.39
ELEV = 76.09

S-34 S-35 S-36 S-37

WV

24" PIPE

12" WM PIPE

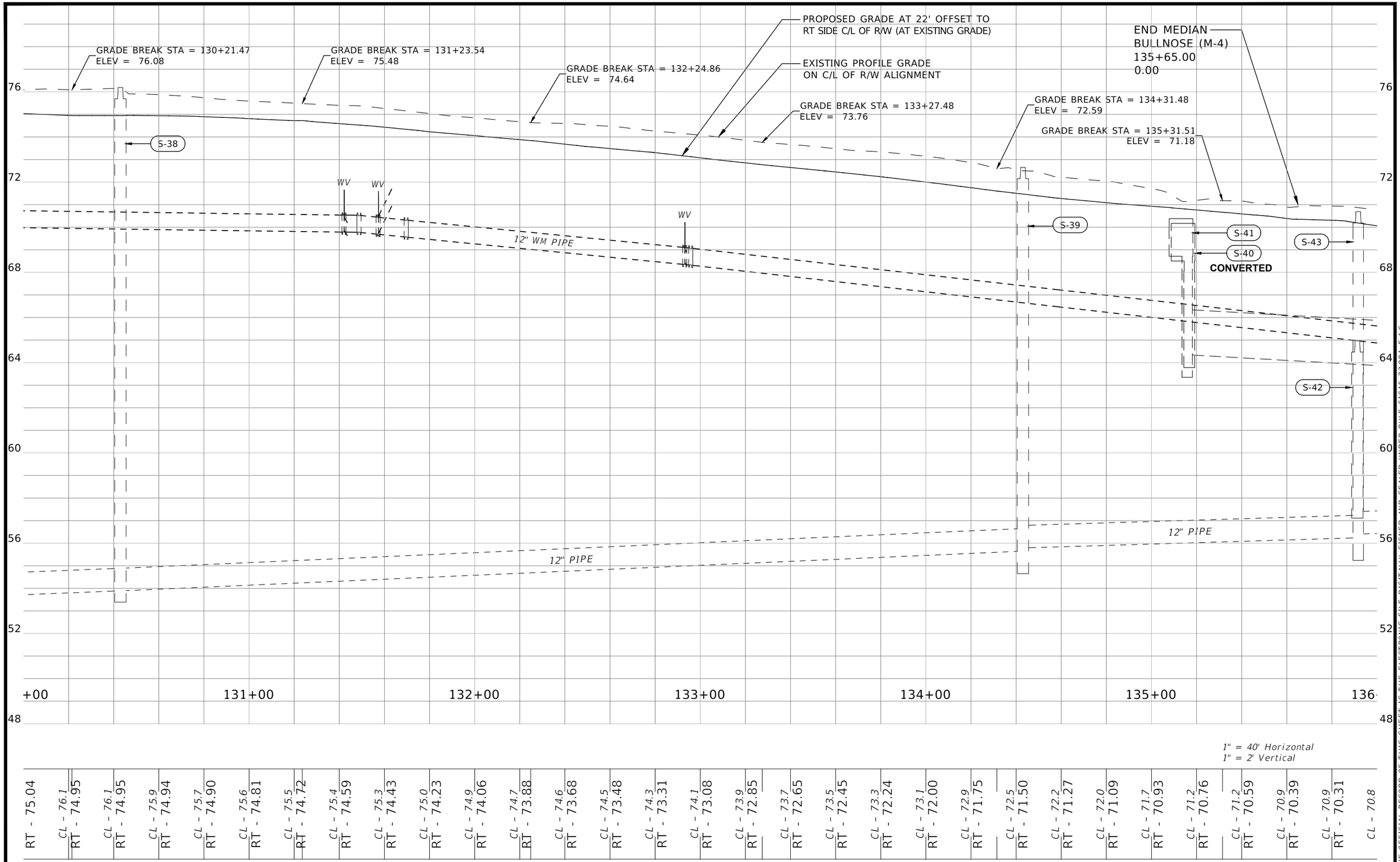
12" PIPE

76 72 68 64 60 56 52 48

+00 125+00 126+00 127+00 128+00 129+00 130

1" = 40' Horizontal
1" = 2' Vertical

| | | |



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

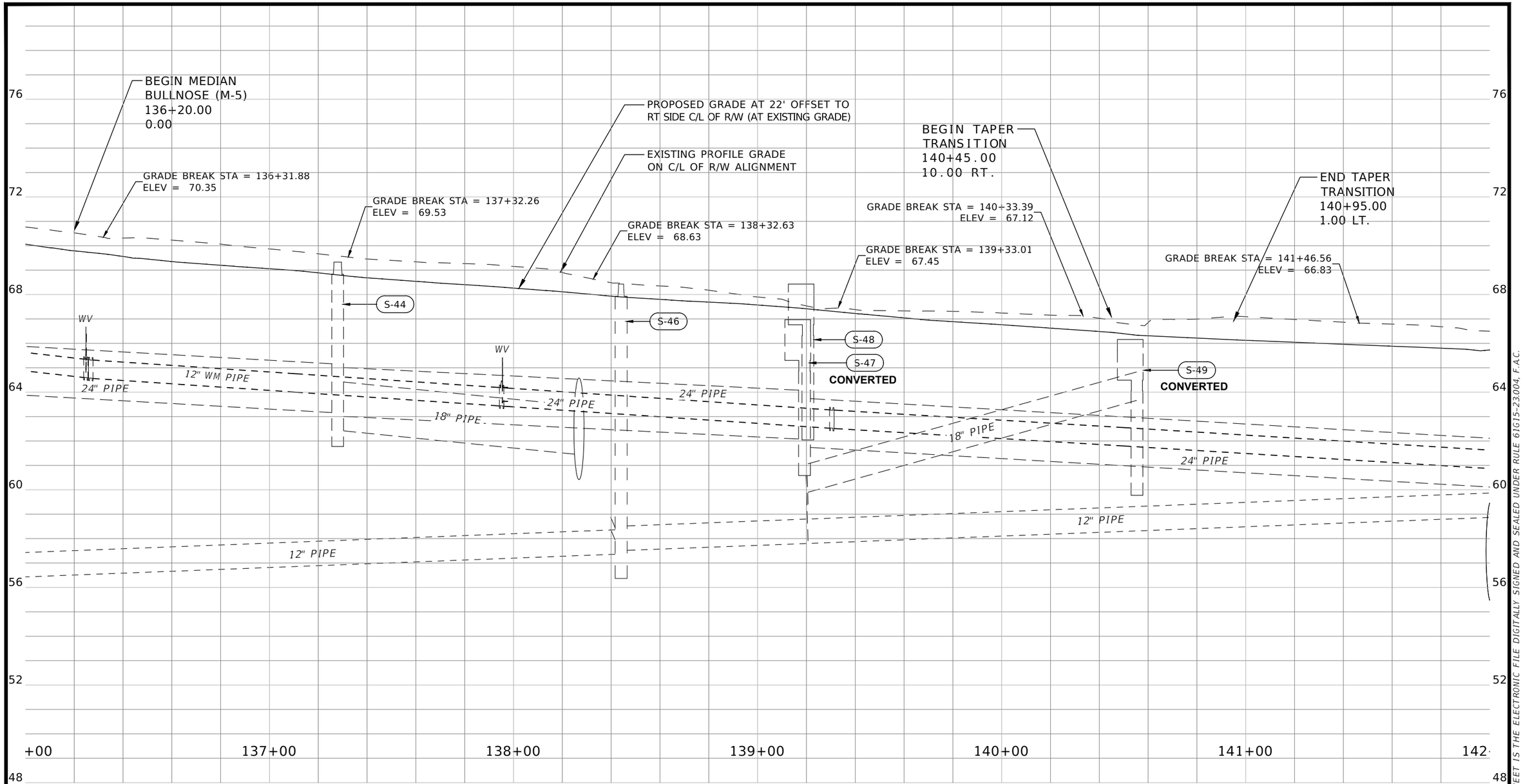
PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

PROFILE VIEW
(05 OF 10)

SHEET No. 26

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisicplinary Projects\2014\14101 - SW 44th Avenue Lane Expansion - Phase 3\14101011102\Roadway\M0DLRD01.dwg



1" = 40' Horizontal
1" = 2' Vertical

RT - 70.06	CL - 70.5 RT - 69.79	CL - 70.3 RT - 69.56	CL - 70.2 RT - 69.35	CL - 70.1 RT - 69.20	CL - 69.9 RT - 69.06	CL - 69.7 RT - 68.89	CL - 69.5 RT - 68.69	CL - 69.3 RT - 68.54	CL - 69.3 RT - 68.40	CL - 69.2 RT - 68.26	CL - 68.9 RT - 68.11	CL - 68.5 RT - 67.93	CL - 68.4 RT - 67.80	CL - 68.2 RT - 67.69	CL - 67.9 RT - 67.57	CL - 67.5 RT - 67.42	CL - 67.4 RT - 67.22	CL - 67.3 RT - 67.04	CL - 67.3 RT - 66.89	CL - 67.2 RT - 66.76	CL - 67.2 RT - 66.62	CL - 67.0 RT - 66.48	CL - 66.9 RT - 66.31	CL - 67.0 RT - 66.22	CL - 67.1 RT - 66.12	CL - 67.0 RT - 66.04	CL - 66.9 RT - 65.96	CL - 66.8 RT - 65.88	CL - 66.7 RT - 65.80	CL - 66.5

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

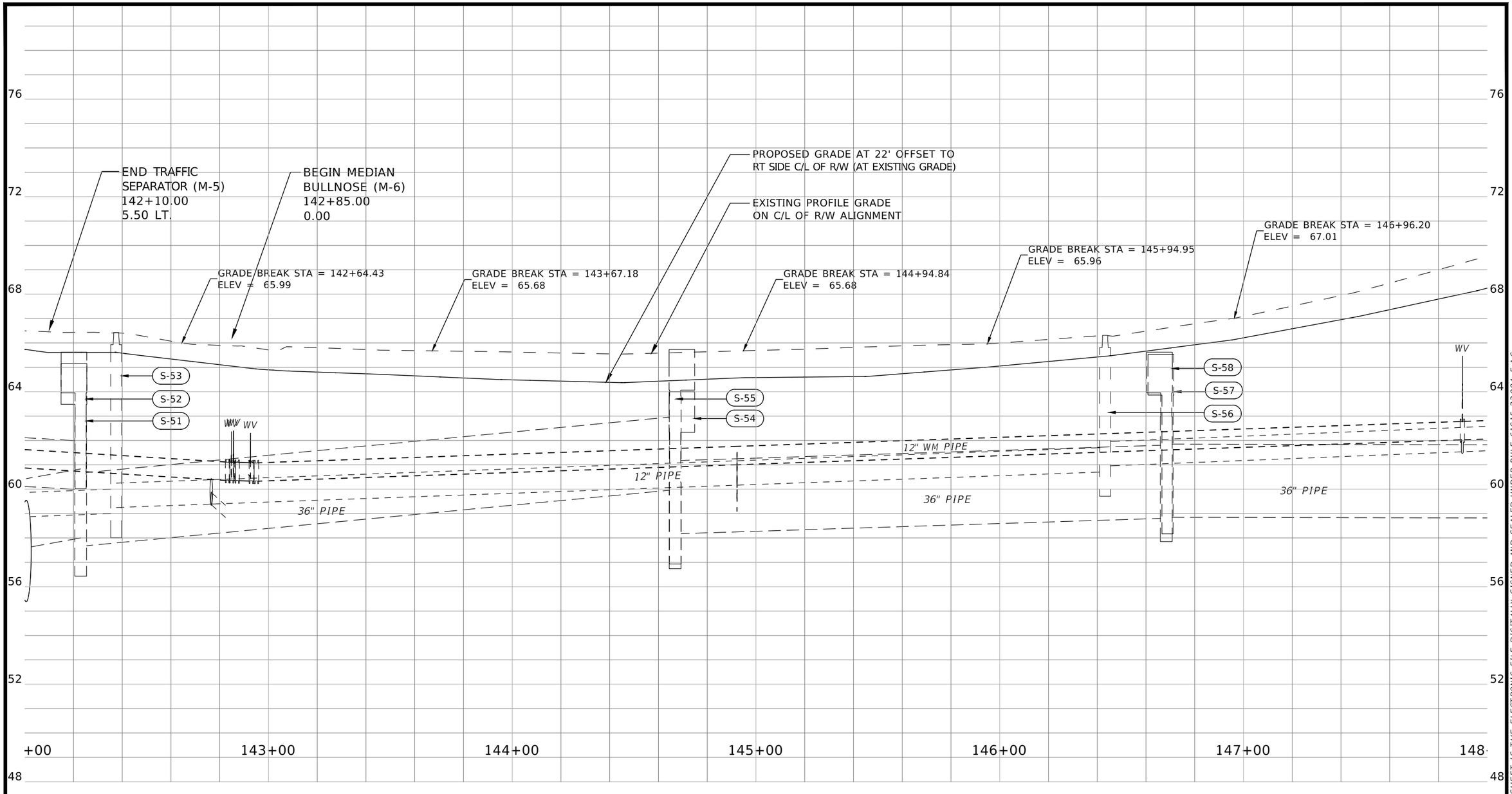
OCALA
City Engineer's Office

PROJECT No. 14101
PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

PROFILE VIEW
(06 OF 10)

SHEET No. 27

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



1" = 40' Horizontal
1" = 2' Vertical

RT - 65.73	CL - 66.4 RT - 65.61	CL - 66.4 RT - 65.58	CL - 66.1 RT - 65.34	CL - 65.9 RT - 65.11	CL - 65.7 RT - 64.90	CL - 65.8 RT - 64.80	CL - 65.7 RT - 64.73	CL - 65.7 RT - 64.65	CL - 65.7 RT - 64.56	CL - 65.6 RT - 64.49	CL - 65.6 RT - 64.43	CL - 65.6 RT - 64.38	CL - 65.6 RT - 64.43	CL - 65.6 RT - 64.51	CL - 65.7 RT - 64.58	CL - 65.7 RT - 64.60	CL - 65.8 RT - 64.62	CL - 65.9 RT - 64.74	CL - 65.9 RT - 64.89	CL - 66.0 RT - 65.05	CL - 66.1 RT - 65.24	CL - 66.3 RT - 65.42	CL - 66.5 RT - 65.66	CL - 66.8 RT - 65.92	CL - 67.1 RT - 66.21	CL - 67.5 RT - 66.58	CL - 67.9 RT - 66.95	CL - 68.5 RT - 67.36	CL - 69.0 RT - 67.80	CL - 69.5

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

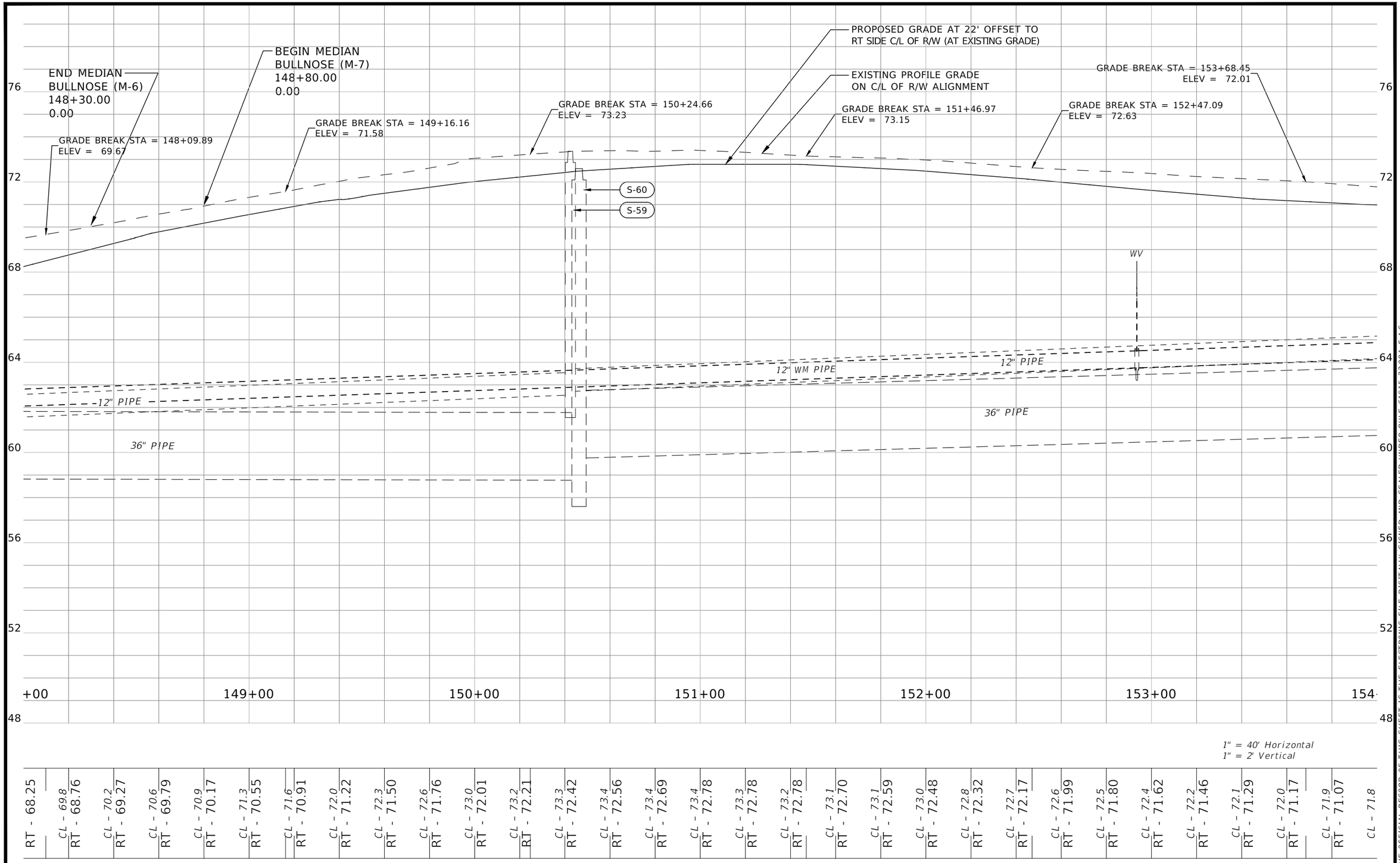
PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

PROFILE VIEW
(07 OF 10)

SHEET No.
28

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

PROFILE VIEW (08 OF 10)

SHEET No. 29

END MEDIAN BULLNOSE (M-7)
155+30.00
0.00

BEGIN MEDIAN BULLNOSE (M-8)
155+70.00
0.00

PROPOSED GRADE AT 22' OFFSET TO RT SIDE C/L OF R/W (AT EXISTING GRADE)

EXISTING PROFILE GRADE ON C/L OF R/W ALIGNMENT

GRADE BREAK STA = 154+78.76
ELEV = 71.51

GRADE BREAK STA = 155+78.76
ELEV = 70.76

GRADE BREAK STA = 156+94.41
ELEV = 71.47

GRADE BREAK STA = 158+14.74
ELEV = 71.93

GRADE BREAK STA = 159+20.24
ELEV = 72.35

S-63
S-62
S-61
S-65
S-64
S-68
S-67
S-66

WV
WV
WV

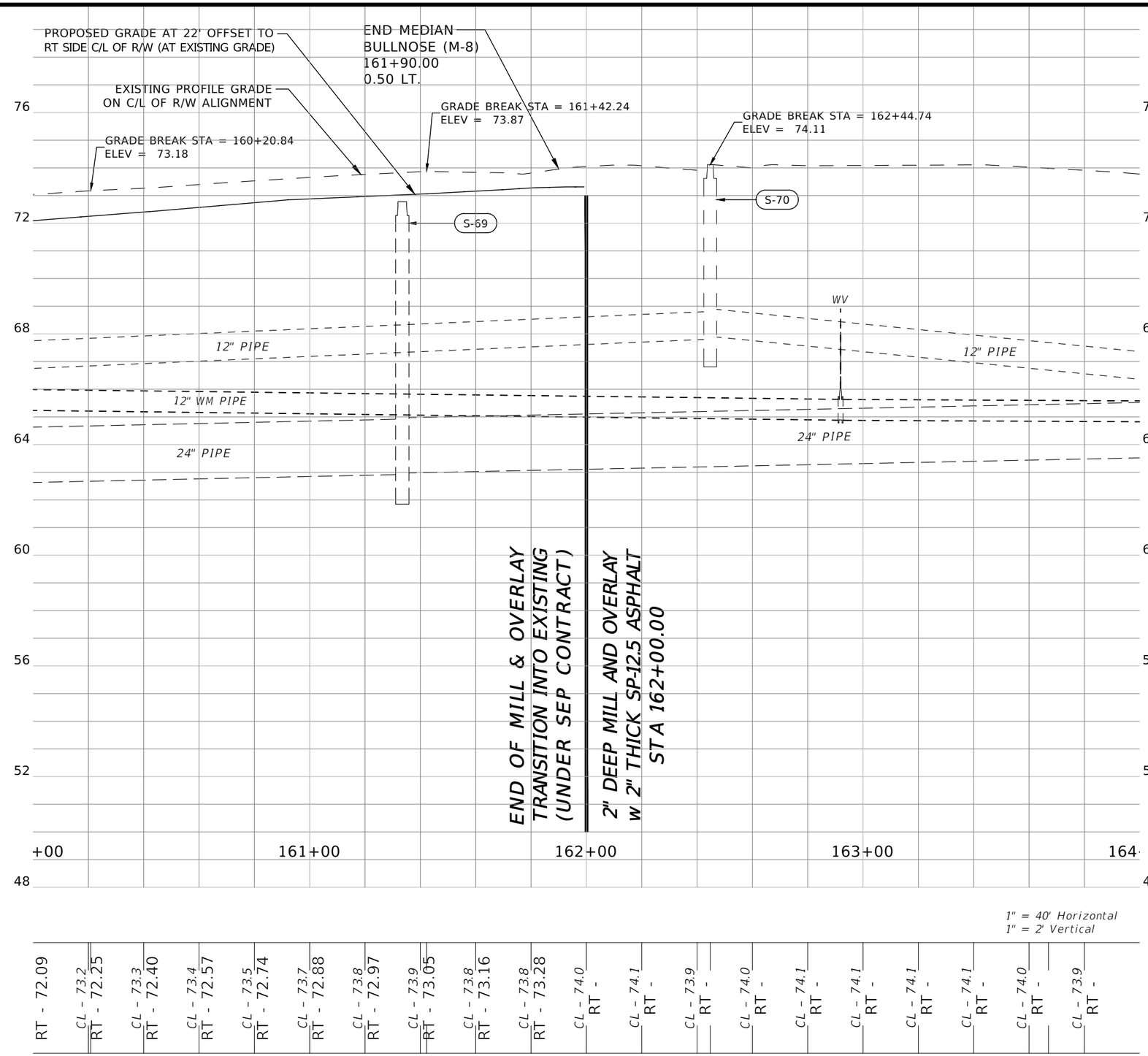
12" PIPE
12" WM PIPE
24" PIPE
24" PIPE
12" PIPE
24" PIPE

76
72
68
64
60
56
52
48

+00
155+00
156+00
157+00
158+00
159+00
160

1" = 40' Horizontal
1" = 2' Vertical

| | | |



1" = 40' Horizontal
1" = 2' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

PROFILE VIEW (10 OF 10)

SHEET No. 31

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

1" = 40'

SW 20th ST

(TO REMAIN)
103+19.95
48.00 *LT.*
(REF)
BIKE LANE END

10' WIDE SPECIAL EMPHASIS WHITE CROSSWALK
CL 100+66.75
CL 100+75.75

RESTORE SOLID WHITE PED XING

APPLY 24" SOLID WHITE STOP BAR CL 100+81.75

APPLY 6" SOLID WHITE LANE w W/R RPM's AT 20' O.C. (TYP)

APPLY 6" SKIP WHITE (10'-30') w W/R RPM @ 40' O.C.

APPLY WHITE DIRECTION ARROW (2 PLACES)

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

APPLY 6" SKIP WHITE (2'-4')

APPLY 6" SOLID YELLOW LINE

10' 5' 25' 135' 85' TO LANE TAPER 15'

RIGHT of WAY

RESTORE MD/Y RPM's AROUND BULLNOSE PER FDOT DETAIL "E" (INDEX #706-001)

APPLY SOLID YELLOW TRAFFIC SEPARATOR BULLNOSE EXTENSION WITH Y/Y RPM'S

SW 44th CT

Beg. STA. 100+00.00

100

8' 2.5'

4' 12' 12' 11.5' 12' 12' 4'

+17.50
22.00 *LT.*

+17.50
10.00 *LT.*

101 102 103 104

PI STA. 102+96.82

SW 44th AVE

MATCHLINE STA. – 104+16.00

PED XING FROM SEP CONTRACT SHOWN FOR REFERENCE (TYPICAL)

BEGIN PROJECT
STA. 100+43.00

18"

24"

RESTORE SOLID WHITE PED XING

SW 20th ST

INTERSECTION IMPROVEMENTS AT SW 44th AVENUE & SW 20th STREET UNDER SEPARATE CONTRACT

(TO REMAIN)

ERECT R3-17 "BIKE LANE" SIGN 24"x18" AND PAVEMENT MARKINGS
101+30.00
48.00 *RT.*

EXISTING SIGN TO BE RELOCATED

ERECT R2-1 (RELOCATED) "SPEED LIMIT 45" SIGN 30"x36"
102+80.00
48.00 *RT.*

ERECT R2-1 "SPEED LIMIT 45" SIGN 30"x36"
102+80.00
5.00 *RT.*

R E V I S I O N S			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

SIGNING & PAVEMENT MARKING (01 OF 11)

SHEET No. 32

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

N

1" = 40'

INSTALL TUBULAR MARKER 6' BACK (INDEX #711-001) 105+02.00 0.00

APPLY 6" SOLID YELLOW LINE

APPLY MD/Y RPM's AROUND BULLNOSE PER FDOT DETAIL "E" (INDEX #706-001)

APPLY 6" SKIP YELLOW (6'-10') (TYP EACH SIDE)

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

APPLY 6" SKIP WHITE (10'-30') w W/R RPM @ 40' O.C.

APPLY 6" SOLID YELLOW LINE

RIGHT of WAY

105 106 107 108 109 110

12' 12' 12' 12'

SW 44th AVE

asphalt driveway

RIGHT of WAY

asphalt driveway

APPLY 6" SOLID YELLOW LINE

APPLY MD/Y RPM's AROUND BULLNOSE PER FDOT DETAIL "E" (INDEX #706-001)

INSTALL TUBULAR MARKER 6' BACK (INDEX #711-001) 106+03.00 0.00

LANE ENDS RIGHT MERGE

EXISTING (2) SIGNS TO BE REMOVED

ERECT R6-1(R) "ONE WAY" SIGN 36"x6" 108+35.00 5.00 *RT.*

ONE WAY

APPLY 6" SOLID YELLOW LINE

APPLY 6" SKIP WHITE (10'-30') w W/R RPM @ 40' O.C.

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

MATCHLINE STA. - 104+16.00

MATCHLINE STA. - 110+32.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

SIGNING & PAVEMENT MARKING (02 OF 11)

SHEET No. 33

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisicplinary Projects\2014\14101 - SW 44th Avenue Lane Expansion - Phase 3\14101011102\SigningAndMarking\DSGNSP01.dwg

MATCHLINE STA. - 110+32.00

MATCHLINE STA. - 116+48.00

1" = 40'

ERECT R3-17
"BIKE LANE"
SIGN 24"x18"
AND PAVEMENT
MARKINGS
116+40.00
47.00 *LT.*

APPLY 6" SOLID
YELLOW LINE

APPLY 6" SKIP WHITE
(10'-30') w W/R RPM
@ 40' O.C.

APPLY (2) 6" SOLID
WHITE BIKE LANE
(INDEX 711-001)

MEDIAN ID
REF No. (TYP)

RIGHT of WAY

SW 44th AVE

4

12'

12'

111

112

113

114

115

116

M-1

PC STA. 112+98.50

PCC STA. 113+84.57

PCC STA. 114+70.62

PCC STA. 115+74.86

12'

12'

4

RIGHT of WAY

14

12"

14"

10"

9"

13"

16"

10"

15"

16"

14"

APPLY 6" SOLID
YELLOW LINE

APPLY 6" SKIP WHITE
(10'-30') w W/R RPM
@ 40' O.C.

APPLY (2) 6" SOLID
WHITE BIKE LANE
(INDEX 711-001)

EXISTING (2)
SIGNS TO BE
REMOVED

ERECT R3-17
"BIKE LANE"
SIGN 24"x18"
AND PAVEMENT
MARKINGS
113+85.00
48.00 *RT.*

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA
City Engineer's Office

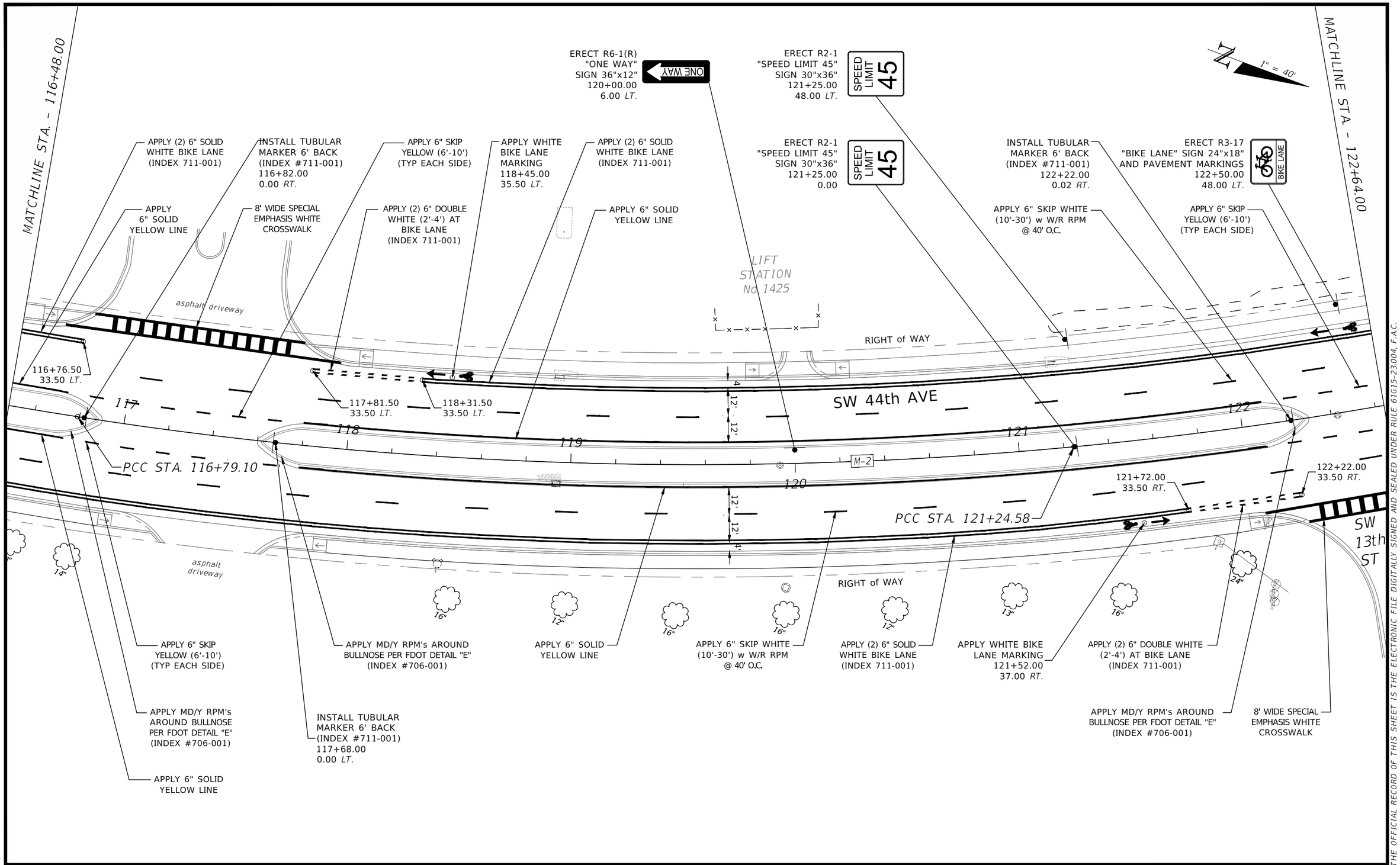
PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

SIGNING & PAVEMENT MARKING (03 OF 11)

SHEET No. 34

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisicplinary Projects\2014\14101 - SW 44th Avenue Lane Expansion - Phase 3\14101011102\SigningAndMarking\DSGNSP01.dwg



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

SIGNING & PAVEMENT MARKING (04 OF 11)

SHEET No. 35

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

MATCHLINE STA. - 122+64.00

MATCHLINE STA. - 128+80.00

N

1" = 40'

APPLY MD/Y RPM's AROUND BULLNOSE PER FDOT DETAIL "J" (INDEX #706-001)

APPLY WHITE LT TURN ARROW (20' BEHIND LINE)

APPLY 6" SOLID WHITE TURN LANE w W/R RPM's AT 20' O.C.

APPLY WHITE LT TURN ARROW (EQ SPACE BETWEEN END LT ARROWS)

APPLY WHITE LT TURN ARROW (15' BEHIND LINE)

APPLY 6" SKIP WHITE (2'-4') LEFT TURN LANE

ONE WAY

ERECT R6-1(R) "ONE WAY" SIGN 36"x12" 125+50.00 3.00 *RT.*

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

APPLY 6" SKIP WHITE (10'-30') w W/R RPM @ 40' O.C.

APPLY 6" SOLID YELLOW LINE

INSTALL TUBULAR MARKER 6' BACK (INDEX #711-001) 128+72.00 0.00

asphalt driveway

RIGHT of WAY

122+83.00 10.00 *LT.*

124+60.00 10.00 *LT.*

SW 46th AVE

PT STA. 125+70.04

123

124

125

126

127

128

M-3

4'

12'

12'

11.5'

12'

12'

4'

123+10.00 33.50 *RT.*

SW 13th ST

RIGHT of WAY

16"

13"

13"

APPLY 24" SOLID WHITE STOP BAR 52.00 *RT.*

8' WIDE SPECIAL EMPHASIS WHITE CROSSWALK

BIKE LANE

ERECT R3-17 "BIKE LANE" SIGN 24"x18" AND PAVEMENT MARKINGS 123+40.00 48.00 *RT.*

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

APPLY 6" SKIP WHITE (10'-30') w W/R RPM @ 40' O.C.

APPLY 6" SOLID YELLOW LINE

SPEED LIMIT 45

ERECT R2-1 "SPEED LIMIT 45" SIGN 30"x36" 126+00.00 48.00 *RT.*

SPEED LIMIT 45

ERECT R2-1 "SPEED LIMIT 45" SIGN 30"x36" 126+00.00 5.00 *RT.*

APPLY MD/Y RPM's AROUND BULLNOSE PER FDOT DETAIL "E" (INDEX #706-001)

INSTALL TUBULAR MARKER 6' BACK (INDEX #711-001) 122+86.00 5.50 *RT.*

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

SIGNING & PAVEMENT MARKING (05 OF 11)

SHEET No. 36

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisciplinary Projects\2014\14101 - SW 44th Avenue Lane Expansion - Phase 3\14101011102\SigningAndMarking\DSGNSP01.dwg

N

1" = 40'

APPLY 6" SKIP YELLOW (6'-10') (TYP EACH SIDE)

APPLY MD/Y RPM's AROUND BULLNOSE PER FDOT DETAIL "E" (INDEX #706-001)

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

APPLY 6" SKIP WHITE (10'-30') w W/R RPM @ 40' O.C.

APPLY 6" SOLID YELLOW LINE

APPLY WHITE BIKE LANE MARKING
133+00.00
36.50 *LT.*

RIGHT of WAY

asphalt driveway

SW 46th AVE

PC STA. 129+62.39

129 130 131 132 133 134

M-4

4' 12' 12'

12' 12' 4'

RIGHT of WAY

asphalt driveway

APPLY 6" SKIP YELLOW (6'-10') (TYP EACH SIDE)

INSTALL TUBULAR MARKER 6' BACK (INDEX #711-001)
129+51.00
0.00

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

APPLY 6" SKIP WHITE (10'-30') w W/R RPM @ 40' O.C.

APPLY 6" SOLID YELLOW LINE

APPLY WHITE BIKE LANE MARKING
133+00.00
36.50 *RT.*

MATCHLINE STA. – 128+80.00

MATCHLINE STA. – 134+96.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

SIGNING & PAVEMENT MARKING (06 OF 11)

SHEET No. 37

N

1" = 40'

INSTALL TUBULAR MARKER 6' BACK (INDEX #711-001) 135+54.00 0.00

APPLY MD/Y RPM's AROUND BULLNOSE PER FDOT DETAIL "E" (INDEX #706-001)

APPLY 6" SKIP YELLOW (6'-10') (TYP EACH SIDE)

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

APPLY 6" SKIP WHITE (10'-30') w W/R RPM @ 40' O.C.

APPLY 6" SOLID YELLOW LINE

APPLY WHITE BIKE LANE MARKING 141+00.00 36.50 *LT.*

RIGHT of WAY

asphalt driveway

4'

12'

12'

SW 46th AVE

135

136

137

138

139

140

141

M-5

PCC STA. 135+09.20

PT STA. 140+55.69

12'

12'

4'

140+95.00 10.00 *RT.*

RIGHT of WAY

asphalt driveway

MATCHLINE STA. - 134+96.00

INSTALL TUBULAR MARKER 6' BACK (INDEX #711-001) 136+28.00 0.00 *LT.*

APPLY MD/Y RPM's AROUND BULLNOSE PER FDOT DETAIL "E" (INDEX #706-001)

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

APPLY 6" SKIP WHITE (10'-30') w W/R RPM @ 40' O.C.

APPLY 6" SOLID YELLOW LINE

APPLY 6" SKIP WHITE (2'-4') LEFT TURN LANE

APPLY 6" SOLID WHITE TURN LANE w W/R RPM's AT 20' O.C.

APPLY WHITE LT TURN ARROW (15' BEHIND LINE)

APPLY WHITE BIKE LANE MARKING 141+00.00 36.50 *RT.*

MATCHLINE STA. - 141+12.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

SIGNING & PAVEMENT MARKING (07 OF 11)

SHEET No. 38

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisicplinary Projects\2014\14101 - SW 44th Avenue Lane Expansion - Phase 3\14101011102\SigningAndMarking\DSGNSP01.dwg

1" = 40'

INSTALL TUBULAR MARKER 6' BACK (INDEX #711-001) 142+02.00 4.50 *LT.*

APPLY MD/Y RPM's AROUND BULLNOSE PER FDOT DETAIL "J" (INDEX #706-001)

APPLY 6" SKIP YELLOW (6'-10') (TYP EACH SIDE)

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

APPLY 6" SKIP WHITE (10'-30') w W/R RPM @ 40' O.C.

APPLY 6" SOLID YELLOW LINE

44"

30"

12"

CONC APRON

RIGHT of WAY

SW 46th AVE

142 143 144 145 146 147

M-6

PI STA. 142+37.39

CONC APRON

RIGHT of WAY

32"

APPLY WHITE LT TURN ARROW (25' BEHIND LINE)

APPLY 6" SOLID WHITE TURN LANE w W/R RPM's AT 20' O.C.

INSTALL TUBULAR MARKER 6' BACK (INDEX #711-001) 142+93.00 0.00 *RT.*

APPLY MD/Y RPM's AROUND BULLNOSE PER FDOT DETAIL "E" (INDEX #706-001)

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

APPLY 6" SKIP WHITE (10'-30') w W/R RPM @ 40' O.C.

APPLY 6" SOLID YELLOW LINE

MATCHLINE STA. - 141+12.00

MATCHLINE STA. - 147+28.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

SIGNING & PAVEMENT MARKING (08 OF 11)

SHEET No. 39

1" = 40'

APPLY MD/Y RPM's AROUND BULLNOSE PER FDOT DETAIL "E" (INDEX #706-001)

INSTALL TUBULAR MARKER 6' BACK (INDEX #711-001) 148+22.00 0.00

APPLY 6" SKIP YELLOW (6'-10') (TYP EACH SIDE)

APPLY WHITE BIKE LANE MARKING 150+00.00 36.50 *LT.*

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

APPLY 6" SKIP WHITE (10'-30') w W/R RPM @ 40' O.C.

APPLY 6" SOLID YELLOW LINE

RIGHT of WAY

SW 46th AVE

4'
12'
12'

148 149 150 151 152 153

M-7

12'
12'
4'

CONC APRON CONC APRON

RIGHT of WAY

INSTALL TUBULAR MARKER 6' BACK (INDEX #711-001) 148+88.00 0.00

APPLY MD/Y RPM's AROUND BULLNOSE PER FDOT DETAIL "E" (INDEX #706-001)

ONE WAY

ERECT R6-1(R) "ONE WAY" SIGN 36"x12" 149+25.00 6.00 *RT.*

APPLY WHITE BIKE LANE MARKING 150+00.00 36.50 *RT.*

APPLY (2) 6" SOLID WHITE BIKE LANE (INDEX 711-001)

APPLY 6" SKIP WHITE (10'-30') w W/R RPM @ 40' O.C.

APPLY 6" SOLID YELLOW LINE

MATCHLINE STA. - 147+28.00

MATCHLINE STA. - 153+44.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

SIGNING & PAVEMENT MARKING (09 OF 11)

SHEET No. 40

N

1" = 40'

ERECT R6-1(R)
"ONE WAY"
SIGN 36"x12"
154+95.00
6.00 *LT.*

APPLY MD/Y RPM's
AROUND BULLNOSE
PER FDOT DETAIL "E"
(INDEX #706-001)

INSTALL TUBULAR
MARKER 6' BACK
(INDEX #711-001)
155+22.00
0.00

APPLY 6" SKIP
YELLOW (6'-10')
(TYP EACH SIDE)

APPLY (2) 6" SOLID
WHITE BIKE LANE
(INDEX 711-001)

APPLY 6" SKIP WHITE
(10'-30') w W/R RPM
@ 40' O.C.

APPLY 6" SOLID
YELLOW LINE

APPLY WHITE BIKE
LANE MARKING
159+50.00
36.50 *LT.*

ONE WAY

RIGHT of WAY

CONC APRON

SW 46th AVE

4' 12' 12' 4'

154 155 156 157 158 159

M-8

PI STA. 155+64.96

CONC APRON CONC APRON

RIGHT of WAY

INSTALL TUBULAR
MARKER 6' BACK
(INDEX #711-001)
155+78.00
0.00

APPLY MD/Y RPM's
AROUND BULLNOSE
PER FDOT DETAIL "E"
(INDEX #706-001)

ONE WAY

ERECT R6-1(R)
"ONE WAY"
SIGN 36"x12"
156+00.00
6.00 *RT.*

APPLY (2) 6" SOLID
WHITE BIKE LANE
(INDEX 711-001)

APPLY 6" SKIP WHITE
(10'-30') w W/R RPM
@ 40' O.C.

APPLY 6" SOLID
YELLOW LINE

*APPLY WHITE BIKE
LANE MARKING*
159+50.00
36.50 *RT.*

MATCHLINE STA. - 153+44.00

MATCHLINE STA. - 159+60.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

SIGNING & PAVEMENT MARKING (10 OF 11)

SHEET No. 41

1" = 40'

CONTINUATION OF IMPROVEMENTS
ALONG SW 46th AVE TO SR40
UNDER SEPARATE CONTRACT

APPLY (2) 6" SOLID
WHITE BIKE LANE
(INDEX 711-001)

APPLY MD/Y RPM's
AROUND BULLNOSE
PER FDOT DETAIL "E"
(INDEX #706-001)

APPLY 6" SKIP WHITE
(10'-30') w W/R RPM
@ 40' O.C.

APPLY 6" SOLID
YELLOW LINE

INSTALL TUBULAR
MARKER 6' BACK
(INDEX #711-001)
161+82.00
0.00

20' WIDE CURBED MEDIAN
SHOWN FOR REFERENCE ONLY
(UNDER SEPARATE CONTRACT)

RIGHT of WAY

SW 46th AVE

4'
12'
12'

160 161 162 163 164 165

M-8

12'
12'
4'

PAVEMENT MARKINGS
BEYOND STA. 162+00
SHOWN FOR REFERENCE
UNDER SEPARATE CONTRACT

CONC APRON

CONC APRON

RIGHT of WAY

APPLY (2) 6" SOLID
WHITE BIKE LANE
(INDEX 711-001)

APPLY 6" SKIP WHITE
(10'-30') w W/R RPM
@ 40' O.C.

APPLY 6" SOLID
YELLOW LINE

APPLY 6" SKIP
YELLOW (6'-10')
(TYP EACH SIDE)

END PROJECT
for SIGNING AND
PAVEMENT MARKING
STA. 162+00.00

MATCHLINE STA. - 159+60.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

NOEL JOHN COOPER, P.E.
P.E. LICENSE NUMBER: 69534
STATE OF FLORIDA, DATED: / / .
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY

OCALA City Engineer's Office

PROJECT No. 14101

PROJECT NAME: SW 44TH / 46TH AVE 4-LANE EXPANSION

SIGNING & PAVEMENT MARKING (11 OF 11)

SHEET No. 42

Michael Romaine 3/14/2025 T:_sd-ENG-Engineering-Department-Common\Interdisciplinary Projects\2014\14101 - SW 44th Avenue Lane Expansion - Phase 3\14101011102\SigningAndMarking\DSGNSP01.dwg

BID TABULATION & NOTICE OF INTENT TO AWARD

Bid Name: **Southwest 44th/46th Avenue 4-Lane Extension**

ProRFx ID: ITB0312250000037
Solicitation: ITB# CIP/250467
ProRFX Type: ITB: Services

Bids: 4

Senior Buyer: Eileen Marquez
Buyer Email: emarquez@ocalafl.org
Buyer Phone: 352-629-8362

Notifications Sent: 20,155

5/27/2025 Notice of Intent to Award to Commercial Industrial Corp, pending City Council approval.

Bidder Name	Office Location	Total Bid Amount
***Commercial Industrial Corp**	**Ocala, FL**	**$3,433,677.44**
Superior Asphalt, Inc.	**Brooksville, FL**	**$3,468,001.00**
CW Roberts Contracting, Inc.	**Wildwood, FL**	**$3,705,999.86**
Art Walker Construction, Inc.	**Lowell, FL**	**$3,729,239.00**

LOCAL VENDOR PREFERENCE: Rates valued at 1% lower than the rates submitted by the lowest responsible non-local bidder.

				Bidder:	Superior Asphalt, Inc.		*Commercial Industrial Corp		CW Roberts Contracting, Inc.		Art Walker Construction, Inc.	
				Location:	Brooksville, FL		Ocala, FL		Wildwood, FL		Lowell, FL	
SUMMARY OF GENERAL ROADWAY												
ITEM	**DESCRIPTION**	**UNITS**	**EST QTY**		**UNIT COST**	**EXTENDED COST**	**UNIT COST**	**EXTENDED COST**	**UNIT COST**	**EXTENDED COST**	**UNIT COST**	**EXTENDED COST**
G-01	Mobilization	LS	1		$ 174,108.27	$ 174,108.27	$172,367.19	$172,367.19	$ 370,000.00	$ 370,000.00	$ 390,728.83	$ 390,728.83
G-02	Maintenance and Guarantee Bond	LS	1		$ 2,850.00	$ 2,850.00	$2,821.50	$2,821.50	$ 2,300.00	$ 2,300.00	$ 53,042.50	$ 53,042.50
G-03	Project Construction Signs	EA	2		$ 1,710.00	$ 3,420.00	$1,692.90	$3,385.80	$ 550.00	$ 1,100.00	$ 2,875.00	$ 5,750.00
G-05	Maintenance of Traffic	LS	1		$ 323,860.78	$ 323,860.78	$320,622.17	$320,622.17	$ 255,038.61	$ 255,038.61	$ 172,363.61	$ 172,363.61
G-06	Silt Fence and Sediment Control (back of sidewalk)	LF	2,520		$ 1.20	$ 3,024.00	$1.19	$2,998.80	$ 2.30	$ 5,796.00	$ 3.48	$ 8,769.60
FDOT 104-18	Silt Fence and Sediment Control (Inlet Protection)	EA	38		$ 137.50	$ 5,225.00	$136.13	$5,172.94	$ 130.00	$ 4,940.00	$ 357.08	$ 13,569.04
G-09-01	Clearing and Grubbing - Light (at sod median)	SY	21,177		$ 1.10	$ 23,294.70	$1.09	$23,082.93	$ 2.45	$ 51,883.65	$ 3.94	$ 83,437.38
~~G-09-02~~	~~Clearing and Grubbing - Heavy~~	~~SY~~	~~2,447~~		~~$ -~~	$ -	~~$ -~~	-		$ -	~~$ -~~	$ -
G-11	Excavation, General	CY	8,410		$ 15.40	$ 129,514.00	$15.25	$128,252.50	$ 16.20	$ 136,242.00	$ 15.21	$ 127,916.10
G-12	Imported Backfill Material	CY	7,060		$ 15.95	$ 112,607.00	$15.79	$111,477.40	$ 24.75	$ 174,735.00	$ 1.15	$ 8,119.00
G-15	Finish Grading	SY	14,275		$ 1.10	$ 15,702.50	$1.09	$15,559.75	$ 1.50	$ 21,412.50	$ 3.45	$ 49,248.75
G-17	Remove and Replace Unsuitable Material	CY	2,103		$ 25.95	$ 54,572.85	$25.69	$54,026.07	$ 28.00	$ 58,884.00	$ 28.75	$ 60,461.25
G-18	Stablized Subgrade	SY	143		$ 12.10	$ 1,730.30	$11.98	$1,713.14	$ 15.00	$ 2,145.00	$ 17.12	$ 2,448.16
G-19	Limerock - 10" Base (new pvmt)	SY	14,275		$ 13.10	$ 187,002.50	$12.97	$185,146.75	$ 19.50	$ 278,362.50	$ 17.58	$ 250,954.50
G-21	Removal of Existing Concrete Sidewalks and Driveways	SY	1,155		$ 16.90	$ 19,519.50	$16.73	$19,323.15	$ 41.00	$ 47,355.00	$ 49.78	$ 57,495.90
G-22	Removal of Existing Concrete Curb and Gutter	LF	242		$ 5.05	$ 1,222.10	$5.00	$1,210.00	$ 32.30	$ 7,816.60	$ 44.19	$ 10,693.98
G-25	Removal of Existing Asphalt Pavement (Driveways)	SY	1,325		$ 6.10	$ 8,082.50	$6.04	$8,003.00	$ 15.00	$ 19,875.00	$ 30.30	$ 40,147.50
G-27	Asphalt Milling Pavement at 2" Depth	SY	28,848		$ 3.50	$ 100,968.00	$3.47	$100,102.56	$ 3.25	$ 93,756.00	$ 3.39	$ 97,794.72
G-28	Compacted Roadway Subbase	SY	14,275		$ 7.45	$ 106,348.75	$7.38	$105,349.50	$ 3.60	$ 51,390.00	$ 1.02	$ 14,560.50
G-32-12.1	SP-12.5 Asphalt Superpave (2" structural course) 14,275 SY	TN	1,570		$ 175.00	$ 274,750.00	$173.25	$272,002.50	$ 151.50	$ 237,855.00	$ 146.76	$ 230,413.20
G-32-12.2	FC-9.5 Asphalt (2" friction course) 14,275 SY + 28,848 SY	TN	4,513		$ 177.00	$ 798,801.00	$175.23	$790,812.99	$ 171.00	$ 771,723.00	$ 167.30	$ 755,024.90
G-52	Construction Survey	LS	1		$ 51,920.00	$ 51,920.00	$51,400.80	$51,400.80	$ 91,331.09	$ 91,331.09	$ 41,239.00	$ 41,239.00
G-53	As Built Survey	LS	1		$ 27,500.00	$ 27,500.00	$27,225.00	$27,225.00	$ 14,250.00	$ 14,250.00	$ 19,199.25	$ 19,199.25
G-56-E	Concrete Curb and Gutter, Type E	LF	8,316		$ 30.55	$ 254,053.80	$30.24	$251,475.84	$ 26.75	$ 222,453.00	$ 23.29	$ 193,679.64
G-56-f	Concrete Curb and Gutter, Type F	LF	440		$ 28.60	$ 12,584.00	$28.31	$12,456.40	$ 35.00	$ 15,400.00	$ 48.59	$ 21,379.60
G-61-C	Concrete Curb Ramp with Detectable Warning Surface (CR-C)	EA	20		$ 2,035.00	$ 40,700.00	$2,014.65	$40,293.00	$ 900.00	$ 18,000.00	$ 2,070.00	$ 41,400.00
G-61-G	Concrete Curb Ramp with Detectable Warning Surface (CR-G)	EA	18		$ 2,035.00	$ 36,630.00	$2,014.65	$36,263.70	$ 1,500.00	$ 27,000.00	$ 2,070.00	$ 37,260.00
G-62	Detectable Warning	SF	52		$ 29.15	$ 1,515.80	$28.86	$1,500.72	$ 34.00	$ 1,768.00	$ 54.05	$ 2,810.60
G-58-4	Concrete (Sidewalk, 4" Thick, Fiber Reinforced)	SY	6,450		$ 58.85	$ 379,582.50	$58.26	$375,777.00	$ 56.00	$ 361,200.00	$ 61.24	$ 394,998.00
G-58-6	Concrete (Sidewalk and Driveways, 6" Thick)	SY	319		$ 82.50	$ 26,317.50	$81.68	$26,055.92	$ 99.00	$ 31,581.00	$ 103.50	$ 33,016.50
G-80	Sod, Bahia (Medians / B.O.S.)	SY	9,334		$ 4.15	$ 38,736.10	$4.11	$38,362.74	$ 3.75	$ 35,002.50	$ 8.63	$ 80,552.42
G-100	Concrete Traffic Separator - Type IV, 8' Wide	LF	355		$ 93.50	$ 33,192.50	$92.57	$32,862.35	$ 100.00	$ 35,500.00	$ 126.50	$ 44,907.50
FDOT 400-011	Gravity Wall (retaining behind sidewalk)	CY	61		$ 1,072.50	$ 65,422.50	$1,061.78	$64,768.58	$ 1,324.00	$ 80,764.00	$ 2,185.00	$ 133,285.00
FDOT 520-2-4	Concrete Curb, Type D (retaining behind sidewalk)	LF	595		$ 23.10	$ 13,744.50	$22.87	$13,607.65	$ 51.00	$ 30,345.00	$ 51.75	$ 30,791.25
	GENERAL ROADWAY CONSTRUCTION SUB-TOTAL:					$ 3,328,502.95		$ 3,295,480.34		$ 3,557,204.45		$ 3,507,458.18
SUMMARY OF STORM WATER												
ITEM	**DESCRIPTION**	**UOM**	**EST QTY**		**UNIT COST**	**EXTENDED COST**	**UNIT COST**	**EXTENDED COST**	**UNIT COST**	**EXTENDED COST**	**UNIT COST**	**EXTENDED COST**
G-45-02	Replace MH Cover w Type 5 Curb Inlet (STA 113+62)	EA	1		$ 6,347.00	$ 6,347.00	$ 6,283.53	$ 6,283.53	$ 7,447.00	$ 7,447.00	$ 7,233.65	$ 7,233.65
G-45-02	Replace Ditch Inlet w Type 6 Curb Inlet (STA 114+83)	EA	1		$ 6,347.00	$ 6,347.00	$ 6,283.53	$ 6,283.53	$ 8,000.00	$ 8,000.00	$ 7,233.65	$ 7,233.65
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 118+93)	EA	1		$ 6,347.00	$ 6,347.00	$ 6,283.53	$ 6,283.53	$ 7,447.00	$ 7,447.00	$ 7,233.65	$ 7,233.65
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 123+52)	EA	1		$ 6,347.00	$ 6,347.00	$ 6,283.53	$ 6,283.53	$ 7,447.00	$ 7,447.00	$ 7,233.65	$ 7,233.65
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 135+16)	EA	1		$ 6,347.00	$ 6,347.00	$ 6,283.53	$ 6,283.53	$ 7,447.00	$ 7,447.00	$ 7,233.65	$ 7,233.65
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 139+20)	EA	1		$ 6,347.00	$ 6,347.00	$ 6,283.53	$ 6,283.53	$ 7,447.00	$ 7,447.00	$ 7,233.65	$ 7,233.65
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 140+55)	EA	1		$ 6,347.00	$ 6,347.00	$ 6,283.53	$ 6,283.53	$ 7,447.00	$ 7,447.00	$ 7,233.65	$ 7,233.65
	STORM WATER MITIGATION SUB-TOTAL:					$ 44,429.00		$ 43,984.71		$ 52,682.00		$ 50,635.55
SUMMARY OF SANITARY SEWER												
ITEM	**DESCRIPTION**	**UOM**	**EST QTY**		**UNIT COST**	**EXTENDED COST**	**UNIT COST**	**EXTENDED COST**	**UNIT COST**	**EXTENDED COST**	**UNIT COST**	**EXTENDED COST**
S-05	Raise Exisiting Manhole Cover to Grade	EA	10		$ 825.00	$ 8,250.00	$ 816.75	$ 8,167.50	$ 625.00	$ 6,250.00	$ 3,920.93	$ 39,209.30
	SANITARY SEWER NETWORK SUB-TOTAL:					$ 8,250.00		$ 8,167.50		$ 6,250.00		$ 39,209.30
SUMMARY OF TRAFFIC CONTROL												
ITEM	**DESCRIPTION**	**UOM**	**EST QTY**		**UNIT COST**	**EXTENDED COST**	**UNIT COST**	**EXTENDED COST**	**UNIT COST**	**EXTENDED COST**	**UNIT COST**	**EXTENDED COST**
G-34-01	Object Marker, Type 1 (bike lane)	EA	10		$ 495.00	$ 4,950.00	$ 490.05	$ 4,900.50	$ 511.00	$ 5,110.00	$ 575.00	$ 5,750.00
G-89-11	Single Post Sign, F&I, Less than 12 ft	AS	34		$ 467.50	$ 15,895.00	$ 462.83	$ 15,736.22	$ 482.00	$ 16,388.00	$ 575.00	$ 19,550.00
G-90-02	Single Post Sign, Remove	AS	7		$ 55.00	$ 385.00	$ 54.45	$ 381.15	$ 56.00	$ 392.00	$ 57.50	$ 402.50
G-91	Raised Retro-Reflective Pavement Marker w Adhesive	EA	786		$ 4.70	$ 3,694.20	$ 4.65	$ 3,654.90	$ 4.80	$ 3,772.80	$ 4.89	$ 3,843.54
G-93-121	Temporary Traffic Stripes and Markings, Standard, White, Solid, 6" Stripe	LF	1,086		$ 0.35	$ 380.10	$ 0.35	$ 380.10	$ 0.34	$ 369.24	$ 0.46	$ 499.56
G-93-123	Temporary Traffic Stripes and Markings, Standard, White, Solid, 12" Stripe	LF	250		$ 1.65	$ 412.50	$ 1.63	$ 407.50	$ 1.70	$ 425.00	$ 2.01	$ 502.50
G-93-125	Temporary Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe	LF	35		$ 3.30	$ 115.50	$ 3.27	$ 114.45	$ 3.40	$ 119.00	$ 5.75	$ 201.25
G-93-131	Temporary Solid 6" Skip Stripe 10' x 30' White (Gross)	GLF	11,349		$ 0.20	$ 2,269.80	$ 0.20	$ 2,269.80	$ 0.17	$ 1,929.33	$ 0.29	$ 3,291.21
G-93-141	Temporary Traffic Stripes and Markings 6" Double Skip 2' x 4', White (Gross)	GLF	70		$ 0.35	$ 24.50	$ 0.35	$ 24.50	$ 0.34	$ 23.80	$ 0.58	$ 40.60
G-93-221	Temporary Traffic Stripes and Markings, Standard, Yellow, Solid, 6" Stripe	LF	11,349		$ 0.35	$ 3,972.15	$ 0.35	$ 3,972.15	$ 0.34	$ 3,858.66	$ 0.46	$ 5,220.54
G-94-1-121	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 6" Stripe	LF	12,867		$ 1.40	$ 18,013.80	$ 1.39	$ 17,885.13	$ 1.40	$ 18,013.80	$ 2.88	$ 37,056.96
G-94-1-123	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 12" Stripe	LF	226		$ 3.85	$ 870.10	$ 3.81	$ 861.06	$ 4.00	$ 904.00	$ 4.60	$ 1,039.60
G-94-1-125	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe	LF	88		$ 6.05	$ 532.40	$ 5.99	$ 527.12	$ 6.25	$ 550.00	$ 12.08	$ 1,063.04
G-94-1-131	ThermoPlastic Traffic Stripes and Markings 6" Skip Stripe 10' x 30', White (Gross)	GLF	12,366		$ 0.55	$ 6,801.30	$ 0.54	$ 6,677.64	$ 0.57	$ 7,048.62	$ 0.86	$ 10,634.76
G-94-1-141	Thermoplastic Traffic Stripes and Markings 6" Double Skip 2' x 4', White (Gross)	GLF	272		$ 1.10	$ 299.20	$ 1.09	$ 296.48	$ 1.14	$ 310.08	$ 3.45	$ 938.40
G-94-1-221	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Solid, 6" Stripe	LF	9,567		$ 1.40	$ 13,393.80	$ 1.39	$ 13,298.13	$ 1.40	$ 13,393.80	$ 1.73	$ 16,550.91
G-94-4-125	ThermoPlastic Traffic Stripes and Markings, White, Solid, Preformed 24" Stripe	LF	260		$ 15.40	$ 4,004.00	$ 15.25	$ 3,965.00	$ 15.95	$ 4,147.00	$ 18.40	$ 4,784.00
G-94-1-231	ThermoPlastic Traffic Stripes and Markings 6" Skip Stripe 6' x 10', Yellow (Gross)	GLF	634		$ 0.55	$ 348.70	$ 0.54	$ 342.36	$ 0.57	$ 361.38	$ 1.15	$ 729.10
G-95-16	Thermoplastic Pavement Message (Bike Lane Symbol)	EA	10		$ 577.50	$ 5,775.00	$ 571.73	$ 5,717.30	$ 596.59	$ 5,965.90	$ 603.75	$ 6,037.50
G-95-17	Thermoplastic Pavement Arrow	EA	17		$ 82.50	$ 1,402.50	$ 81.68	$ 1,388.56	$ 85.00	$ 1,445.00	$ 143.75	$ 2,443.75
G-96-16	Temporary Pavement Message (Bike Lane Symbol)	EA	10		$ 82.50	$ 825.00	$ 81.68	$ 816.80	$ 284.00	$ 2,840.00	$ 603.75	$ 6,037.50
G-96-17	Temporary Pavement Arrow	EA	17		$ 38.50	$ 654.50	$ 38.12	$ 648.04	$ 38.00	$ 646.00	$ 143.75	$ 2,443.75
G-105	Remove Stripe/Pavement/Message (Grind)	SF	500		$ 3.60	$ 1,800.00	$ 3.56	$ 1,780.00	$ 3.70	$ 1,850.00	$ 5.75	$ 2,875.00
	SIGNING & PAVEMENT MARKING SUB-TOTAL:					$ 86,819.05		$ 86,044.89		$ 89,863.41		$ 131,935.97
	TOTAL BID AMOUNT:					$3,468,001.00		$3,433,677.44		$3,705,999.86		$3,729,239.00

Bidder:	Superior Asphalt, Inc.	*Commercial Industrial Corp	CW Roberts Contracting, Inc.	Art Walker Construction, Inc.
Location:	Brooksville, FL	Ocala, FL	Wildwood, FL	Lowell, FL
SUMMARY				
GENERAL CONSTRUCTION & ROADWAY	$ 3,328,502.95	$ 3,295,480.34	$ 3,557,204.45	$ 3,507,458.18
STORM WATER MITIGATION	$ 44,429.00	$ 43,984.71	$ 52,682.00	$ 50,635.55
SANITARY SEWER	$ 8,250.00	$ 8,167.50	$ 6,250.00	$ 39,209.30
SIGNING & PAVEMENT MARKING	$ 86,819.05	$ 86,044.89	$ 89,863.41	$ 131,935.97

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

CONSTRUCTION SERVICES AGREEMENT FOR THE SW 44TH/46TH AVENUE FOUR-LANE EXTENSION

THIS CONSTRUCTION SERVICES AGREEMENT FOR THE SW 44TH/46TH AVENUE FOUR-LANE EXTENSION (Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **COMMERCIAL INDUSTRIAL CORP.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-2407001) ("Contractor").

R E C I T A L S:

WHEREAS, on March 13, 2025, City issued an Invitation to Bid ("ITB") for the provision of construction services related to the four-lane extension of SW 44th/46th Avenue, ITB No.: CIP/250467 (the "Solicitation"); and

WHEREAS, a total of four (4) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, Commercial Industrial Corp. was determined to be the lowest responsive and responsible bidder; and

WHEREAS, Commercial Industrial Corp. was chosen as the intended awardee to provide construction services related to the four-lane extension of SW 44th/46th Avenue (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project; and

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

T E R M S O F A G R E E M E N T:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the quote submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement. Each of these documents are incorporated herein by reference for all purposes.
   If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

      Exhibit A: Scope of Work (A-1 through A-9)
      Exhibit B: Price Proposal (B-1 through B-2)
      Exhibit C: Plan Set (C-1)
      Exhibit D: Solicitation Answers (D-1)

      If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B then (3) Exhibit C, then (4) Exhibit D.

   B. **Project Specifications**: In addition to the Contract Documents and up-to-date copies of shop drawings, this project will require the Contractor to have the following specifications and documents, which are incorporated by reference:

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

i. **City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure"** available at: www.ocalafl.gov/home/showpublisheddocument/24606

Florida Department of Transportation ("FDOT") Standard Specifications for Road and Bridge Construction (latest edition) available at: http://www.fdot.gov/programmanagement/Implemented/SpecBooks/.

Florida Department of Transportation Standard Plans for Road and Bridge Construction (latest edition): https://www.fdot.gov/design/standardplans/sprbc.shtm

Manual on Uniform Traffic Control Devices (MUTCD), latest edition which can be obtained by downloading from: https://www.fdot.gov/traffic/trafficservices/mutcd.shtm

Florida Department of Transportation Florida Greenbook (latest edition), can be obtained by downloading from: https://www.fdot.gov/roadway/floridagreenbook/fgb.shtm

If there is a conflict between the individual Project Specifications regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedents to the most restrictive specification.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. Prime contractor must perform a minimum of **SIXTY PERCENT (60%)** of the work with its own forces. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Contractor a maximum limiting amount of **THREE MILLION, FOUR HUNDRED THIRTY-THREE THOUSAND, SIX HUNDRED SEVENTY-SEVEN AND 44/100 DOLLARS ($3,433,677.44)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the unit pricing schedule in **Exhibit B – Price Proposal** and other requirements set forth in the Contract Documents. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.

   A. **Monthly Progress Payments**: The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable federal and/or state laws.

   B. **Project Schedule and Progress Reports**. A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.

   C. **Invoice Submission**. Invoicing shall be completed on an A1A – G703 - Application & Certification type document for payment. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall invoice once a month. Contractor shall submit a Certificate of Disbursement of Payment with each invoice after the first payment. In addition, Contractor shall also submit an updated

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

schedule and Construction Compliance with Specifications and Plans with each invoice. Contractor shall be provided with a cover sheet for invoicing. This cover sheet must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Engineering & Water Resources Department,** Attn: **Paul Constable**, **1805 NE 30th Avenue, Building 700, Ocala, Florida 34470** E-Mail: pconstable@ocalafl.gov.

D. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

E. **Retainage.** City shall withhold an amount equal to **FIVE PERCENT (5%)** of each monthly progress payment as retainage to secure Contractor's full and faithful performance of its obligations under this Agreement (the "Retainage"). Contractor shall not be entitled to any interest received by City on Retainage. The Retainage shall be payable to Contractor, subject to the provisions of this subsection, upon satisfaction of the following conditions precedent: (1) confirmation from the City Project Manager that Contractor has satisfactorily completed all work in accordance with the provisions of the Agreement; and (2) receipt of the Consent of Surety of the recorded bond for final payment.

F. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

G. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

H. **Amounts Due to the City**. Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

I. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

A. Contractor shall mobilize and commence work no later than **TEN (10)** working days from the date of issuance of a Notice to Proceed for the project by City. At no time will the Contractor be allowed to lag behind.

B. **All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager within TWO HUNDRED TEN (210) days of the start date indicated on the Notice to Proceed and ready for final payment within THIRTY (30) days of substantial completion**.

C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.

D. **Weather Days:** Contractor shall submit a written request to the City Project (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final. Contractor performance and execution of work shall be considered in the determination for granting additional days.

E. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies, or interference, except as provided in this Agreement.

F. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.

6. **LIQUIDATED DAMAGES FOR LATE COMPLETION**. The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Substantial Completion and/or Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Substantial Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **TWO THOUSAND, SIX HUNDRED FIFTY AND NO/100 DOLLARS ($2,650)** per day for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion in the Contract Documents. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract Documents for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City, as liquidated damages and not as a penalty, additional sum of **TWO HUNDRED AND NO/100 DOLLARS ($200)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.

A. **No Waiver of Rights or Liabilities**. Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final

Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.

B. **Right to Withhold or Deduct Damages**. When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.

C. **Non-Cumulative**. The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Contractor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Contractor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.

D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.

E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.

7. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
8. **MAINTENANCE AND GUARANTEE BOND.** Prior to final payment, Contractor shall furnish a Maintenance and Guarantee Bond in the amount of **TEN PERCENT (10%)** of the total project value, for a period of **THREE (3)** year for labor and **THREE (3)** year for materials from the date of final completion. Prior to the City's receipt of Contractor's fully executed Maintenance and Guarantee Bond, Contractor will warrant all labor and materials completed pursuant to this Agreement.
9. **PUBLIC CONSTRUCTION BOND**. As required by section 255.05, Florida Statutes, Contractor shall furnish a certified and recorded Public Construction Bond in the amount of **THREE MILLION, FOUR HUNDRED THIRTY-THREE THOUSAND, THREE HUNDRED TWENTY AND 99/100 DOLLARS ($3,433,320.99)** as security for the faithful performance of the work as required and set forth in the Contract Documents within the time set forth for performance under this Agreement and for prompt payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided for herein.
10. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof as soon as it becomes aware.
B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

11. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
    A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
    B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
12. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
    A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
        (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

(2) Contractor provides material that does not meet the specifications of the Agreement;
(3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
(4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
(1) City shall be entitled to terminate this Agreement without further notice;
(2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
(3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
(4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; (ii) placing a claim against the public construction bond, or (iii) any other remedy as provided by law.

D. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

13. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **THREE (3)** years from the date of Final Completion. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **THREE (3)** years from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.
14. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

15. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

16. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

    A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
    B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
    C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
    D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
    E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
    F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

17. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

    A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

C. Contractor shall be responsible to see that the finished work complies accurately with this Agreement and the intent thereof.
D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, including, but not limited to obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
G. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

18. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
19. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES**. City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
    A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.
    B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.
20. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
21. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work.** City has the authority to stop work or to suspend any work.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

22. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
23. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of Commercial General Liability insurance with limits not less than:

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
    C. Policy must include coverage for contractual liability and independent contractors.
    D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

24. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

    A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

    B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

    C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

25. **ADDITIONAL INSURANCE REQUIREMENTS.**

    A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
    B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

of a coverage deductible, co-insurance penalty to include any loss not covered because of the operation of such deductible, co-insurance penalty, or coverage exclusion or limitation.

C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as an Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

27. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

A. All employees on the work and other persons that may be affected thereby;
B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

28. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.
    a. In addition to the requirements set forth in its bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
    b. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

29. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

30. **CONSTRUCTION SURVEY LAYOUT.** The work to be performed pursuant to survey work provided by City shall be completed as necessary to establish all proper alignments, right of way, easements, benchmarks, elevations, and grade stakes to complete all phases of this Contract.
    A. Contractor shall immediately bring to City's attention any survey issues that would impede the Contractor's completion of the work. The work performed pursuant to survey work at the Contractor's expense pursuant to this Agreement shall be prepared by a licensed surveyor and provided to the City. Any survey issues with these surveys that would impede the Contractor's completion of the work shall immediately be brought to the City's attention. If additional or corrective survey work is required, it shall be at Contractor's expense.
    B. The City Engineer/City Project Manager shall establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work. If Contractor shall remove or destroy any stake, marker, or benchmark on the work without first having

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

secured the approval of the City Engineer/City Project Manager, such stake, or benchmark shall be re-established by and at Contractor's expense.

C. It shall be the responsibility of Contractor to preserve all adjacent property corner markers which might be affected by their operations and replace same if undermined. Corner locations known by City will be made available to Contractor. All original field notes, calculations, and other documents developed by the surveyor in conjunction with this work shall be given to City and become City property. All surveying work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6IG17 of the Florida Administrative Code.

31. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
32. **COMPLIANCE WITH F.S. 287.135.** City may terminate Agreement immediately upon discovering that Contractor: (A) has been placed on the Scrutinized Companies that Boycott Israel List; (B) is engaged in a boycott of Israel; (C) has been placed on the Scrutinized Companies with Activities in Sudan List; (D) has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or (E) has been engaged in business operations in Cuba or Syria. This Agreement may also be terminated immediately if the Contractor falsely certified they are eligible to bid and contract with local government entities under F.S. 287.135.
33. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
34. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

35. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

36. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.

37. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

38. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

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

40. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
41. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
42. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
43. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
44. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
45. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

46. **INDEMNITY.** Contractor shall indemnify, defend, and hold harmless City and its elected officials, employees and volunteers against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful acts of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor.
47. **NO WAIVER OF SOVEREIGN IMMUNITY.** The foregoing indemnification shall not constitute a waiver of the City's sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes. Nor shall the same be construed to constitute agreement by Contractor to indemnify City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.
48. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Commercial Industrial Corp. Attention: Jay Blankenfeld 186 NW 68th Avenue Ocala, Florida 34482 Phone: 352-840-0161 E-mail: jay@cifl.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: wsexton@ocalafl.gov

49. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in

addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

50. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
51. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the state of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the state of Florida.
52. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
53. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
54. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
55. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
56. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

57. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
58. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
59. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
60. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
61. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

ATTEST:

Angel B. Jacobs
City Clerk

CITY OF OCALA

Kristen Dreyer
City Council President

Approved as to form and legality:

Signed by: William E. Sexton
4A55ABBABED04F3...

By: William E. Sexton
(Printed Name)

Title: City Attorney

COMMERCIAL INDUSTRIAL CORP.

DocuSigned by: JAY BLANKENFELD
82026AF927B041A...
(Signature)

By: JAY BLANKENFELD
(Printed Name)

Title: Vice President
(Title of Authorized Signatory)

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

BACKGROUND

1. Contractor shall complete the widening construction of the existing two-lane SW 44th / 46th Avenue from SR 40 to SW 20th Street to create a four-lane divided roadway.
2. Scope of the project will contain stabilization, base, milling and asphalt for four 12-foot travel lanes, 6-foot-wide traffic separator, grass median, 4-foot-wide bike lanes, concrete sidewalks, concrete curb and gutter, curb ramps, sod, gravity wall, as well as signing and thermoplastic pavement marking. Driveway modifications are also anticipated.
3. Drainage work shall include a manhole and inlet top modifications as called out in the plans.
4. Inlet protection system, sediment barrier is also included. Construction activities include mobilization, maintenance of traffic, clearing and grubbing, earthwork, milling, concrete, and paving.
5. All pedestrian facilities must adhere to current ADA standards.
6. Proper maintenance of traffic is required at all times.
7. Contractor shall be responsible for providing all materials, labor, and equipment to complete the project.

FDOT PRE-QUALIFICATION, AND CERTIFICATION REQUIREMENTS

1. **FDOT Pre-Qualification Requirement:** Contractor must be FDOT Pre-Qualified with reviewed financial statements in the following work classes in accordance with Florida State Statute 337.14 and Florida Administrative code 14-22.
    - Grading
    - Flexible Paving
    - Hot Plant – Mix Bitum. Courses
    - Sidewalk
2. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC) Certification:** Contractor must possess MOT/TTC Advanced certification. One (1) person who is MOT/TTC Advanced certified must be on site at all times during construction.

PERMIT REQUIREMENTS AND MOT/TTC PLAN

1. **Permits Required:** Contractor shall be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
    - Right-of-Way (ROW) Utilization
    - Notice of Intent to FDEP for Overall Project Construction
2. **Estimated Permit Cost:** The ROW permit cost will be waived upon submission.
3. **Permit Application:** The ROW Utilization Permit Application is available under "Documents" at: https://www.ocalafl.org/government/city-departments-a-h/city-engineer-s-office
4. **Permit Submission Requirements:**

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

A. **If Road/Lane Closure is Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of two (2) weeks prior to the projected time the project will start.

B. **If Road/Lane Closure is not Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of one (1) week prior to the projected time the project will start.

WEATHER DAYS

Weather Days: The Contractor shall submit a written request to the City Project Manager (email is the preferred method) for additional days for which work is suspended or delayed by weather.

A. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final.

B. Contractor performance and execution of work shall be considered in the determination for granting additional days.

SUB-CONTRACTORS

Contractor must perform a minimum of 60% of the work with their own forces.

MOBILIZATION AND MAINTENANCE OF TRAFFIC/TEMPORARY TRAFFIC CONTROL

1. **Mobilization:** Obtaining of required permits and the moving of the Contractors operations and equipment required for construction. Provide on-site construction power and wiring, as needed. Provide on-site sanitary facilities as required by Governing agencies. The Contractor will not be permitted to use the City sanitary facilities during construction. Posting of OSHA required notices and establishing of safety programs and procedures.

2. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC):** Maintain traffic per FDOT 102 series index within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Construct and maintain detours.

   A. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install, and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for MOT/TTC in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans.

   B. MOT/TTC includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work and repair any damage to existing pavement open to traffic. FDOT Design Standards are the minimum standards for the use in the development of all Traffic Control Plans (TCPs).

   C. Contractor must have one (1) person that is MOT/TTC Advanced certified on site at all times during construction.

WORK HOURS/CONTRACT TIME

1. The City's normal working hours are Monday through Friday from 7:00 AM to 5:30 PM.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

2. If additional hours are necessary, the Contractor must give 48 hours advance notice to the Project Inspector/City Project Manager.
3. Contractor shall be responsible for inspector's overtime.
4. Night work shall be allowed if it would result in less impact to the public or reduced safety issues at no extra cost to city.
5. No work will be permitted on City observed holidays.
6. Issuance of the Notice to Proceed (NTP) will be given within **TEN (10) DAYS** of the executed Contract date, unless an alternative start date is agreed upon by the City Project Manager. Failure to begin construction within the specified or agreed-upon time frame shall be considered in default by the Contractor.

PROJECT SPECIFICATIONS

This project will require the Contractor to follow the following plans and specifications and any other governing specifications that projects shall be constructed in accordance to:

1. City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure (January 2025) available at:
2. https://www.ocalafl.gov/home/showpublisheddocument/26969/638741677724600000
3. Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction, latest edition available at: http://www.fdot.gov/programmanagement/Implemented/SpecBooks/
4. Florida Department of Transportation Standard Plans for Road and Bridge Construction, Latest edition available at:

   https://www.fdot.gov/design/standardplans/sprbc.shtm
5. Manual on Uniform Traffic Control Devices (MUTCD), available at: https://www.fdot.gov/traffic/trafficservices/mutcd.shtm
6. **Job Site Documents:** The Contractor must have the above listed documents in addition to up-to-date copies of shop drawings, plans and bid document at job sites at all times.

PROJECT REQUIREMENTS AND EXECUTION OF WORK

1. **Project Schedule:** Contractor must submit project schedule to the City Project Manager for approval. This schedule must be submitted Two (2) weeks prior to the starting of a project and must be updated when the schedule is no longer accurate.
2. **Right-of-Way Maps and As-Builts:** Upon final completion of each individual project, signed and sealed right-of-way maps (when applicable) and as-builts must be submitted and approved by the City.
3. **Material & Construction Equipment:** All material & construction equipment must meet FDOT Standard Specifications for Road and Bridge, latest edition.
4. **Backfilling and Compaction Procedures:** Backfilling and compaction shall be performed in accordance with the FDOT Standard Specifications for Road and Bridge Construction (latest edition)

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

and the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure or as otherwise directed in writing by the City of Ocala.

5. **Open Cuts:** All open cuts in the pavement (asphalt and concrete) shall be saw cut and made square.
6. **Damages:** Contractor shall be responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
7. **Compliance:** The Contractor shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
8. Locate, protect, and relocate any and all underground utilities necessary to complete the work specified in the contract, and verify all field conditions, measurements, and elevations.
9. Contractor shall be responsible for distribution of outage/construction notices to customers at least **five (5) days** prior to an outage or construction activity.
10. 10. The Fire Hydrant Assembly line-item unit price includes a fire hydrant to grade (36″ min to 60″ max).

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
3. Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number, email, and address for the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
4. An employee roster shall be provided to the City Project Manager.
5. All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel (safety vest or equivalent).
6. The Contractor's employees shall wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
7. Contractor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employees.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

8. Contractor personnel shall abide by the City's smoking regulations. Smoking is restricted to designated smoking areas only and is not permitted in any City buildings.
9. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
10. Contractor and sub-contractor vehicles shall have their company name located on the side and all personnel shall be required to wear a company shirt.

PROJECT SIGNS

1. Contractor shall be required to provide **two (2)** portable signs to be placed at locations that are approved by City Project Manager.
2. If during the term of this Agreement sign becomes broken or inaccurate, Contractor shall replace or make sign accurate at no extra charge to the City of Ocala.
3. Sign Construction Detail and Required Information can be found in the City of Ocala Standard Details for Construction on Detail G-31A & G-31B.

The cost to move signs to new project locations and the replacement of broken and inaccurate signs shall be included in the initial cost of each sign.

SURVEY LAYOUT

1. The City Engineer/City Project Manager may, as required, establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work.
2. If the Contractor shall remove or destroy any stake, marker, or benchmark on the work without first having secured the approval of the City Engineer, such stake, or benchmark shall be re-established by and at the Contractor's expense.
3. It shall be at the responsibility of the Contractor to preserve all adjacent property corner markers which might be affected by their operation and replace same if undermined. Corner locations known by the City will be available to the Contractor.
4. All survey work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6IG17 of the Florida Administrative Code.

TESTING REQUIREMENTS

1. Contractor Quality Control Plan is required.
    - Earthwork (Including Density Logbook)
    - Base Course
    - Asphalt
    - Concrete

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

2. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required. Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to City Project Manager.
3. Results of all required testing and inspections shall be submitted to the project inspector to achieve Final Completion Certification. For other requirements for Tests and Inspection refer to Article 14 in the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
4. Asphalt samples will only be taken at the job site or asphalt plant and will have to meet these specifications. All work which has not been tested and accepted shall not be paid for.

EROSION SEDIMENT AND FLOOD CONTROL

1. Contractor shall provide the City of Ocala with an Erosion Control Plan that shall include spill reporting and response.
2. If contaminated soil or groundwater is encountered, contact the City Project Manager.
3. Provide, maintain, and operate temporary facilities to control erosion and sediment, and to protect work and existing facilities from flooding during construction.
4. Maintain drainage ways and construct temporary drainage facilities to allow runoff to flow properly.
5. Contractor shall be required to inspect pollution control measures daily. Written documentation of inspection must be submitted weekly and within 24 hours after a rainstorm in excess of 0.50 inches. The Contractor shall report all inspection findings and corrective actions taken as a result of the inspection. Inspection reports (DOT form 650-040-03) shall be signed by the Contractor and submitted weekly to the City Project manager, along with the name and certificate number of the person signing this form.

CONSTRUCTION WORK AREAS

1. The City of Ocala shall not be responsible for providing property or lay down yards to the Contractor for their materials or equipment. If private property is used, the City requires a copy of the agreement between the property owner and the Contractor. **Utilizing private property without written permission is prohibited.**
2. Components of the project, including temporary work and storage areas, will be located on-site per project. Staging areas will be sited inside the right-of-way or within City property. Material shall be transported to the proper station for construction, assembly, response to possible public concern.
3. Provide on-site sanitary facilities as required by governing agencies.
4. Any work areas in roadways must at least be filled temporarily with asphalt millings or covered with a FDOT approved steel road plate before the roadway can be opened to traffic. If millings are used the Contractor must maintain the millings daily until the millings are replaced with permanent asphalt.

SITE HOUSEKEEPING AND CLEANUP

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

1. **Waste/Debris:** The Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Contractor shall provide approved containers for collection and disposal of waste materials, debris, and rubbish. Contractor shall dispose of debris in a legal manner. At least once weekly dispose of such waste materials, debris, and rubbish off-site.
2. **Cleanup:** Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition. Work site will be completely cleaned after each day of work. Sweep all roadways affected by the construction and where adjacent to work daily.
3. **Water Use:** The use of water to prevent the blowing of dust and debris during cutting operations and or cleaning operations is **mandatory**.
4. **Individual Project Cleaning:** At completion of each individual project, Contractor shall remove from the site all tools, equipment, surplus materials, debris, temporary facilities, scaffolding, and equipment. The areas of work shall be swept thoroughly and all marks, stains, rust, dirt, paint drippings, and the like shall be removed from all new and existing work to the satisfaction of the Owner.
5. **Final Cleaning:** Upon completion of work, clean entire work, and project site as applicable.
   A. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the City Project Manager/City Engineer.
   B. Remove any foreign materials from exposed surfaces.
   C. Broom clean exterior paved driveways and parking areas.
   D. Hose clean sidewalks and concrete exposed surfaces.

SAFETY

1. The Contractor shall be fully responsible for meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, etc.
2. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.
3. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

SUBMITTALS

1. Provide submittals as required by City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
2. Submit copies of permits and approvals for construction as required by laws and regulations of governing agencies.
3. Submit temporary construction parking area plans, storage yard, storage trailer location, staging area plan, and plan for disposal of waste materials.

WARRANTY

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

1. Contractor shall provide a three (3) year material and labor warranty from the date of substantial completion, against operational failure caused by defective material or workmanship which occurs during normal use.
2. All manufacturer warranty documentation and owner manuals must be provided before final payment request.

SUBSTANTIAL COMPLETION PROCESS

1. When the Contractor considers the work as substantially complete, the Contractor shall submit to the City:
   A. A written notice that the work or designated portion thereof, is substantially complete.
   B. A list of items to be completed or corrected.
2. Within a reasonable time after receipt of such notice, the City will make an inspection to determine the status of completion.
3. Should the City determine that the work is not substantially complete:
   A. The City will promptly notify the Contractor in writing, giving the reasons, therefore.
   B. The Contractor shall remedy the deficiencies in the work and send a second written notice of substantial completion to the City.
   C. The City will re-inspect the work.
4. When the City finds that the work is substantially complete, the City shall prepare a Certificate of Substantial Completion with a list of items (punch list) to be completed or corrected before final payment.

FINAL COMPLETION PROCESS

1. When the Contractor considers the work complete, the Contractor shall submit written certification that:
   A. Contract documents have been reviewed.
   B. Work has been inspected for compliance with Contract documents.
   C. Work has been completed in accordance with Contract documents.
   D. Equipment and systems have been tested in the presence of the City representative and are operational.
2. The City will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
3. Should the City consider that the work is incomplete or defective:
   A. The City will promptly notify the Contractor in writing, listing the incomplete or defective work.
   B. The Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to the City that the work is complete.
   C. The City will re-inspect the work.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

4. When the City finds that the work is acceptable under the Contract documents, the City shall request the Contractor make closeout submittals.
5. **Final Application for Payment:** Contractor shall submit the final application for payment in accordance with the procedures and requirements stated in the scope of work and general conditions.

CONTRACTOR CLOSEOUT DOCUMENTS

1. Evidence of compliance with requirements of governing authorities.
2. Consent of Surety to final payment.
3. Approved project record documents include electronic (CADD) and hard copy signed and sealed "As Built" by professional surveyor.
4. Completion of all submittals as required by Contract documents.
5. Warranties and operational manuals (2 copies).

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

EXHIBIT B - PRICE PROPOSAL LOCAL VENDOR PREFERENCE

Southwest 44th/46th Avenue 4-Lane Extension

CONTRACTOR NAME	Commercial Industrial Corp
LOCATION	Ocala, FL
SUMMARY OF GENERAL ROADWAY	
	Within 1% Pricing Local Vendor preference

ITEM	DESCRIPTION	UNITS	LOW NON-LOCAL BIDDER UNIT COST	UNIT COST - 1% LESS
G-01	Mobilization	LS	$ 174,108.27	$ 172,367.19
G-02	Maintenance and Guarantee Bond	LS	$ 2,850.00	$ 2,821.50
G-03	Project Construction Signs	EA	$ 1,710.00	$ 1,692.90
G-05	Maintenance of Traffic	LS	$ 323,860.78	$ 320,622.17
G-06	Silt Fence and Sediment Control (back of sidewalk)	LF	$ 1.20	$ 1.19
FDOT 104-1	Silt Fence and Sediment Control (Inlet Protection)	EA	$ 137.50	$ 136.13
G-09-01	Clearing and Grubbing - Light (at sod median)	SY	$ 1.10	$ 1.09
G-11	Excavation, General	CY	$ 15.40	$ 15.25
G-12	Imported Backfill Material	CY	$ 15.95	$ 15.79
G-15	Finish Grading	SY	$ 1.10	$ 1.09
G-17	Remove and Replace Unsuitable Material	CY	$ 25.95	$ 25.69
G-18	Stablized Subgrade	SY	$ 12.10	$ 11.98
G-19	Limerock - 10" Base (new pvmt)	SY	$ 13.10	$ 12.97
G-21	Removal of Existing Concrete Sidewalks and Driveways	SY	$ 16.90	$ 16.73
G-22	Removal of Existing Concrete Curb and Gutter	LF	$ 5.05	$ 5.00
G-25	Removal of Existing Asphalt Pavement (Driveways)	SY	$ 6.10	$ 6.04
G-27	Asphalt Milling Pavement at 2" Depth	SY	$ 3.50	$ 3.47
G-28	Compacted Roadway Subbase	SY	$ 7.45	$ 7.38
G-32-12.1	SP-12.5 Asphalt Superpave (2" structural course) 14,275 SY	TN	$ 175.00	$ 173.25
G-32-12.2	FC-9.5 Asphalt (2" friction course) 14,275 SY + 28,848 SY	TN	$ 177.00	$ 175.23
G-52	Construction Survey	LS	$ 51,920.00	$ 51,400.80
G-53	As Bulit Survey	LS	$ 27,500.00	$ 27,225.00
G-56-E	Concrete Curb and Gutter, Type E	LF	$ 30.55	$ 30.24
G-56-f	Concrete Curb and Gutter, Type F	LF	$ 28.60	$ 28.31
G-61-C	Concrete Curb Ramp with Detectable Warning Surface (CR-C)	EA	$ 2,035.00	$ 2,014.65
G-61-G	Concrete Curb Ramp with Detectable Warning Surface (CR-G)	EA	$ 2,035.00	$ 2,014.65
G-62	Detectable Warning	SF	$ 29.15	$ 28.86
G-58-4	Concrete (Sidewalk, 4" Thick, Fiber Reinforced)	SY	$ 58.85	$ 58.26
G-58-6	Concrete (Sidewalk and Driveways, 6" Thick)	SY	$ 82.50	$ 81.68
G-80	Sod, Bahia (Medians / B.O.S.)	SY	$ 4.15	$ 4.11
G-100	Concrete Traffic Separator - Type IV, 8' Wide	LF	$ 93.50	$ 92.57
FDOT 400-0	Gravity Wall (retaining behind sidewalk)	CY	$ 1,072.50	$ 1,061.78
FDOT 520-2	Concrete Curb, Type D (retaining behind sidewalk)	LF	$ 23.10	$ 22.87
SUMMARY OF STORM WATER				
ITEM	DESCRIPTION	UOM	UNIT COST	UNIT COST
G-45-02	Replace MH Cover w Type 5 Curb Inlet (STA 113+62)	EA	$ 6,347.00	$ 6,283.53
G-45-02	Replace Ditch Inlet w Type 6 Curb Inlet (STA 114+83)	EA	$ 6,347.00	$ 6,283.53
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 118+93)	EA	$ 6,347.00	$ 6,283.53
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 123+52)	EA	$ 6,347.00	$ 6,283.53
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 135+16)	EA	$ 6,347.00	$ 6,283.53
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 139+20)	EA	$ 6,347.00	$ 6,283.53
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 140+55)	EA	$ 6,347.00	$ 6,283.53

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

EXHIBIT B - PRICE PROPOSAL LOCAL VENDOR PREFERENCE

Southwest 44th/46th Avenue 4-Lane Extension

		CONTRACTOR NAME	**Commercial Industrial Corp**	
		LOCATION	**Ocala, FL**	
SUMMARY OF SANITARY SEWER				
ITEM	**DESCRIPTION**	**UOM**	**UNIT COST**	**UNIT COST**
S-05	Raise Exisiting Manhole Cover to Grade	EA	$ 825.00	$ 816.75
SUMMARY OF TRAFFIC CONTROL				
ITEM	**DESCRIPTION**	**UOM**	**UNIT COST**	**UNIT COST**
G-34-01	Object Marker, Type 1 (bike lane)	EA	$ 495.00	$ 490.05
G-89-11	Single Post Sign, F&I, Less than 12 ft	AS	$ 467.50	$ 462.83
G-90-02	Single Post Sign, Remove	AS	$ 55.00	$ 54.45
G-91	Raised Retro-Reflective Pavement Marker w Adhesive	EA	$ 4.70	$ 4.65
G-93-121	Temporary Traffic Stripes and Markings, Standard, White, Solid, 6” Stripe	LF	$ 0.35	$ 0.35
G-93-123	Temporary Traffic Stripes and Markings, Standard, White, Solid, 12” Stripe	LF	$ 1.65	$ 1.63
G-93-125	Temporary Traffic Stripes and Markings, Standard, White, Solid, 24” Stripe	LF	$ 3.30	$ 3.27
G-93-131	Temporary Solid 6" Skip Stripe 10' x 30' White (Gross)	GLF	$ 0.20	$ 0.20
G-93-141	Temporary Traffic Stripes and Markings 6" Double Skip 2' x 4', White (Gross)	GLF	$ 0.35	$ 0.35
G-93-221	Temporary Traffic Stripes and Markings, Standard, Yellow, Solid, 6” Stripe	LF	$ 0.35	$ 0.35
G-94-1-121	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 6” Stripe	LF	$ 1.40	$ 1.39
G-94-1-123	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 12” Stripe	LF	$ 3.85	$ 3.81
G-94-1-125	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24” Stripe	LF	$ 6.05	$ 5.99
G-94-1-131	ThermoPlastic Traffic Stripes and Markings 6" Skip Stripe 10' x 30', White (Gross)	GLF	$ 0.55	$ 0.54
G-94-1-141	Thermoplastic Traffic Stripes and Markings 6" Double Skip 2' x 4', White (Gross)	GLF	$ 1.10	$ 1.09
G-94-1-221	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Solid, 6” Stripe	LF	$ 1.40	$ 1.39
G-94-4-125	ThermoPlastic Traffic Stripes and Markings, White, Solid, Preformed 24” Stripe	LF	$ 15.40	$ 15.25
G-94-1-231	ThermoPlastic Traffic Stripes and Markings 6" Skip Stripe 6' x 10', Yellow (Gross)	GLF	$ 0.55	$ 0.54
G-95-16	Thermoplastic Pavement Message (Bike Lane Symbol)	EA	$ 577.50	$ 571.73
G-95-17	Thermoplastic Pavement Arrow	EA	$ 82.50	$ 81.68
G-96-16	Temporary Pavement Message (Bike Lane Symbol)	EA	$ 82.50	$ 81.68
G-96-17	Temporary Pavement Arrow	EA	$ 38.50	$ 38.12
G-105	Remove Stripe/Pavement/Message (Grind)	SF	$ 3.60	$ 3.56

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

The Contract Plans for Southwest 44th/46th Avenue 4-Lane Expansion – Phase 3 are available for inspection and copying at:
1805 NE 30th Avenue, Bldg. 700, Ocala, Florida 34470.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

1. The Contractor will handle the adjustment of existing manholes and valves to grade.

2. The City is keeping the millings.

3. Gravity wall shall be per FDOT Index 400-011-Scheme 1.

4. Traffic will be able to drive on the milled areas.

5. A sidewalk survey is not required.

6. For D curb detail, refer to FDOT Index 520-001 "D" curb – For "D" curb behind sidewalk, refer to FDOT Index 522-00.

7. For the gravity height of wall details, refer to FDOT Index 400-011-Scheme 1. The height of the walls is estimated at 2 feet.

8. For the details on the D curb behind the sidewalk, refer to FDOT Index 522-002.

9. The compacted roadway subbase is for the new lanes, not the new sidewalk. All work to construct the sidewalk will be covered under item G-58-4 OR G-58-6.

10. For the millings, the City has multiple locations that may be utilized but the Furthest location from site is the City Complex, 1805 NE 30th Avenue, Ocala, FL.

11. The sod type is Bahia.

12. Any material generated on site will be utilized first, then imported material if needed.

13. Detectable warning pay item is for existing ramps without detectable warning mats.

Certificate Of Completion

Envelope Id: B1C021DB-B889-48D7-8D55-2437AB7BE300
Status: Completed
Subject: Construction Services Agreement for the SW 44th/46th Ave Four-Lane Ext (CIP/250467)
Source Envelope:
Document Pages: 31
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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

Record Tracking

Status: Original
7/10/2025 3:25:37 PM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
JAY BLANKENFELD jay@cicfl.com Vice President Security Level: Email, Account Authentication (None)	DocuSigned by: JAY BLANKENFELD 82026AF927B041A... Signature Adoption: Pre-selected Style Using IP Address: 97.68.64.218	Sent: 7/10/2025 3:29:55 PM Viewed: 7/10/2025 3:33:30 PM Signed: 7/10/2025 3:51:12 PM
Electronic Record and Signature Disclosure: Accepted: 7/10/2025 3:33:30 PM ID: d026484f-e676-43b7-829c-d0a233749df9		
William E. Sexton wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/10/2025 3:51:13 PM Viewed: 7/11/2025 9:41:35 AM Signed: 7/11/2025 9:54:47 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		

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	7/10/2025 3:29:55 PM
Certified Delivered	Security Checked	7/11/2025 9:41:35 AM
Signing Complete	Security Checked	7/11/2025 9:54:47 AM
Completed	Security Checked	7/11/2025 9:54:47 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

File #: 2025-1675 Agenda Item #: 10c.

Submitted By: Payal Pandya

Presentation By: Sean Lanier

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):
Approve Task Work Order No. 10 with Black & Veatch Corporation for Professional Engineering Services to prepare the City's revised Federal Emergency Management Agency Floodplain Zone AE model, letter of map revisions package, and corresponding request for additional information responses in the amount of $186,243

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place.

PROOF OF PUBLICATION:
N/A

BACKGROUND:

The City of Ocala (City) has completed several floodplain revisions within its Zone A and Zone AE floodplains, which were developed from different Flood Insurance Studies (FIS). In the past, the City has had multiple challenges with the Federal Emergency Management Agency (FEMA) accepting modifications to the AE floodplain, causing confusion and delays in acceptance of the letter of map revisions (LOMRs). Now that several watershed models overlaying the City's AE floodplains have been completed, a programmatic update to the AE flood plains acceptable to FEMA can be finalized. Once completed, future map revisions, utilizing the most current information, will make LOMR approval faster and more efficient.

FINDINGS AND CONCLUSIONS:

On September 20, 2022, City Council approved a five-year Continuing Professional Engineering Services Agreement (Contract No. ENG/220321) with Black & Veatch Corporation (Black & Veatch) with an initial expenditure threshold of $300,000. The initial contract term expires on September 30, 2025.

All work, allocated staff hours, and appropriate staff classifications are assigned by individual Task Work Orders negotiated and approved between the City and Black & Veatch, subject to the terms and conditions of the Continuing Professional Engineering Services Agreement. Negotiated task work orders are signed by the head of the utilizing department, the Procurement & Contracting Officer, and the appropriate executive leader

(City Manager or City Council). Task Work Orders exceeding $50,000 are calendared for City Council approval.

The City has requested Task Work Order (TWO) No. 10 from Black & Veatch to provide engineering services to prepare the revised AE model, LOMR package, and corresponding request for additional information (RAI) responses to get FEMA approval and acceptance of the revised AE model. Staff recommends approval of TWO No. 10.

FISCAL IMPACT:
Funding for this agreement is available in account string 158-020-430-538-53-31010 in the amount of $186,243.

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

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Docusign Envelope ID: 6AB32618-2000-41C2-99C0-C0E261B8BE12

CONTRACT# 220321

CITY OF OCALA
CONTINUING PROFESSIONAL SERVICES
CONTRACT WORK ORDER

WORK ORDER NUMBER # 10

EFFECTIVE DATE: 7/15/25

DS DR
Contracting Officer Approval/Initials

Project Title: City of Ocala AE Floodplain Model Revision

To: *Black & Veatch Corporation*
201 South Orange Ave
Suite 500
Orlando, FL 32801

Attn: *Mr. Sam Miller, PE*

FUNDING SOURCE: Professional Services

EXPENDITURE ACCOUNT NUMBER: 158-020-430-538-53-31010

In accordance with ROQ 11-004 and the City Council Agreement you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed **$186,243 .**

Requested By: _____ **Date:** 7/18/2025
Department Director

Approved By: _____ **Date:** _____
Council President

Created By: Nyla Nguyen **Date:** 7/17/2025

Docusign Envelope ID: 6AB32618-2000-41C2-99C0-C0E261B8BE12

TASK ORDER NO. 10 TO THE AGREEMENT ENG/220321
SCOPE OF SERVICES

Owner: City of Ocala, Florida
Engineer: Black & Veatch Corporation
Project: AE Model Revision

BACKGROUND

The City of Ocala (City) has completed several floodplain revisions within their Zone A and Zone AE floodplains, which were developed from different Flood Insurance Studies (FIS). The city has had multiple challenges with FEMA accepting modifications to the AE floodplain, causing confusion and delays in accepting the previous letter of map revision (LOMR). With several Watershed Models completed that overlay the City's AE floodplains, a programmatic update to the AE flood zones can be completed and gain acceptance from FEMA so that future map revisions utilize the latest information. Refer to Figure 1 for the extent of the Cities AE flood model. The models used for the refinement within the AE flood model will include the Florida Ridge Model, Ocklawaha Marion, Lake Panasoffkee Model, Marshall Swamp, and West Ocala.

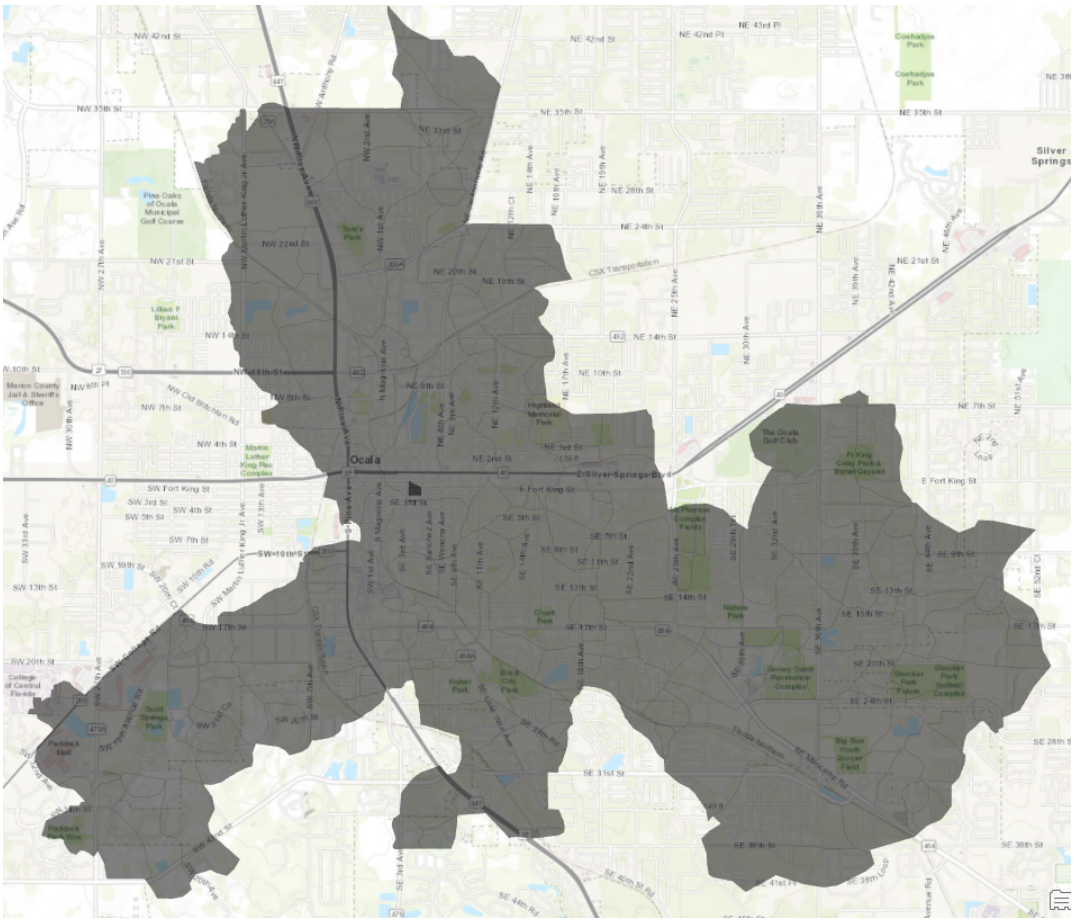


Figure 1: Extent of AE Flood Zone

The City has requested Black & Veatch (Consultant) to provide engineering services to support preparing the revised AE model, LOMR package, and corresponding RAI Response.

Docusign Envelope ID: 6AB32618-2000-41C2-99C0-C0E261B8BE12

Scope of Services

The Scope of Services, by Task, included under this Amendment is summarized below. The City will pay all LOMR fees, which are not included in this scope and fee estimate.

Task 1 – Project Kick-Off Meeting and Data Collection

The Consultant will schedule and conduct one (1) project kickoff meeting. Attendees will include the Consultant's Project Manager, the Project Engineer, the City's Project Manager, and other key City staff. The goal of the meeting will be to confirm project goals, roles, and responsibilities and to review the scope of services and schedule to ensure mutual understanding and enhance collaboration among project stakeholders and participants. The data request will include drawings, record drawings, geotechnical testing, stormwater models, GIS, and other necessary information.

This task will be billed on a lump sum basis. The consultant will prepare a project data request for the City that will be discussed in the Kick-Off Meeting.

Task 2 – Corrected Effective/ Existing Condition Model Preparation

The Consultant will update the duplicate effective model to the corrected effective model utilizing readily available data, such as soils, basin delineation, other regional models, land use, record drawings, previous LOMR applications, and the 2021 digital elevation model (DEM). Then, the existing conditions model will be prepared to incorporate information from up to five flood control projects, such as Fisher Park, SE Watula, DRAs, and other relevant flood control projects, which will be incorporated where survey information is available. During model development, the Consultant will coordinate with the FEMA Clearing House to ensure all the latest information for this area has been incorporated into the model and that there is consistency among the models. The Consultant will anticipate two (2) weeks for City review and two (2) weeks to address City comments as part of the schedule.

This task will be billed on a lump sum basis.

Task 3 – Letter of Map Revision (LOMR) Package Preparation

The Consultant will prepare a draft of the LOMR package and document the findings. All materials developed for the LOMR will be made available to City staff for review and approval before submittal, and all materials, data, and model data sets will be provided to the City in digital and paper copy, as appropriate. As part of the LOMR application, the Consultant will prepare a model report that documents the refinements that took place as part of the documentation process for FEMA. The Consultant will anticipate two (2) weeks for City review and two (2) weeks to address City comments as part of the schedule. The Consultant will hold a Task 3 coordination meeting to discuss the LOMR package and coordinate with the City on initial comments.

This task will be billed on a lump sum basis. The Consultant will work with the City to submit the revised LOMR documentation online.

Task 4 – National Flood Insurance Program Additional Data Required to Support LOMR

The Consultant will provide support in response to any potential requests from the National Flood Insurance Program (NFIP) as part of their initial review. The Consultant will prepare a response to the NFIP request for additional data. The response letter will address each comment and prepare the necessary documentation. The Consultant will work with the City to submit the revised LOMR documentation online to NFIP. All materials developed for additional data requests will be made available to City staff for review and approval before submittal, and all materials, data, and model data sets will be provided to the City in digital and paper copy, as appropriate. The Consultant will anticipate two (2) weeks for City review and two (2) weeks to address City comments as part of the schedule.

Docusign Envelope ID: 6AB32618-2000-41C2-99C0-C0E261B8BE12

Because the exact scope of this task is currently unknown, the time under this task will be billed on a time & material basis until the allocated budget is spent.

Task 5 – RAI Response Support
In the event of a request for additional information (RAI) from FEMA or NFIP, the consultant will provide additional support as needed at the request of the City. Supplementary support may include refining model information, updating tables, reviewing other local models, and performing other tasks. This effort does not include field visits or survey efforts. This task assumes that the existing models will sufficiently complete the LOMR. All materials developed for the RAI will be made available to City staff for review and approval before submittal, and all materials, data, and model data sets will be provided to the City in digital and paper copy, as appropriate. The Consultant will anticipate two (2) weeks for City review and two (2) weeks to address City comments as part of the schedule.

Because the exact scope of this task is currently unknown, the time under this task will be billed on a time & material basis until the allocated budget is spent.

Project Schedule (Based on Calendar Days from NTP)

Description	Days Elapsed from Notice to Proceed
Task 1 – Project Kick-Off Meeting and Data Collection	21
Task 2 – Model Preparation and Survey Coordination	200
Task 3 – Letter of Map Revision (LOMR) Package Preparation	220
Task 4 – National Flood Insurance Program Additional Data Required to Support LOMR	400
Task 5 – Supplemental RAI Response Support	580

Attachments:
A – Fee Worksheet

Docusign Envelope ID: 6AB32618-2000-41C2-99C0-C0E261B8BE12

OCALA - Task Order No.10										
AE Model Revision										
Attachment A										
DESCRIPTION										
		Project	**Senior**		**Senior**					
		Manager	**Engineer**	**Engineer**	**Accontant**	**Accountant**	**Clerical**			
		1	**2**	**1**						
										Total
	Billing Rate ($/hr)==>	$200.51	$255.24	$137.04	$148.25	$128.27	$105.50	Hours	Labor	
Task 1 – Project Kick Off Meeting and Data Collection		8	8	8	2	2	2	30	5,506	5,506
Task 2 – Corrected Effective/ Existing Condition Model Preparation		32	40	450	6	6	6	540	80,586	80,586
Task 3 – Letter of Map Revision (LOMR) Package Preparation		24	40	160	6	6	6	242	39,240	39,240
Task 4 – National Flood Insurance Program Additional Data Required to Support LOM		32	40	140	3	3	3	221	36,958	36,958
Task 5 – RAI Response Support		32	32	60	3	3	3	133	23,952	23,952
	hours	128	160	818	20	20	20		1,166	
	labor	$25,665	$40,838	$112,099	$2,965	$2,565	$2,110		$186,243	**$186,243**

Certificate Of Completion

Envelope Id: 6AB32618-2000-41C2-99C0-C0E261B8BE12 Status: Completed

Subject: SIGNATURE: TWO #10 - City of Ocala AE Floodplain Model Revision - Black & Veatch (ENG/220321)

Source Envelope:

Document Pages: 5 Signatures: 0 Envelope Originator:

Certificate Pages: 4 Initials: 1 Patricia Lewis

AutoNav: Enabled 110 SE Watula Avenue

EnvelopeId Stamping: Enabled City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada) Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original Holder: Patricia Lewis Location: DocuSign

7/23/2025 2:11:02 PM plewis@ocalafl.org

Security Appliance Status: Connected Pool: StateLocal

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

Signer Events	Signature	Timestamp
Daphne Robinson drobinson@ocalafl.org Contracting Officer Security Level: Email, Account Authentication (None)	DS Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/23/2025 2:11:54 PM Viewed: 7/25/2025 6:32:35 PM Signed: 7/25/2025 6:32:41 PM

Electronic Record and Signature Disclosure:
Accepted: 7/25/2025 6:32:35 PM
ID: 191eb688-e4df-4c8b-8881-8ea57dbaf030

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	7/23/2025 2:11:54 PM
Certified Delivered	Security Checked	7/25/2025 6:32:35 PM
Signing Complete	Security Checked	7/25/2025 6:32:41 PM
Completed	Security Checked	7/25/2025 6:32:41 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.

AGREEMENT FOR CONTINUING POFESSIONAL ENGINEERING SERVICES - CITYWIDE

THIS AGREEMENT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES - CITYWIDE ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **BLACK & VEATCH CORPORATION**, a foreign for-profit corporation duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN# 43-1833073) ("Black & Veatch") or ("Consultant").

R E C I T A L S :

WHEREAS, the City has a need for professional engineering services to be performed citywide on a continuing and as needed basis; and

WHEREAS, on May 19, 2020, City issued a Request for Proposals ("RFP") for the procurement of various professional engineering services from qualified firms on a continuing and as needed basis, RFP No.: ENG/190603 (the "Solicitation"); and

WHEREAS, Black & Veatch Corporation submitted a proposal and was selected as a finalist and awardee for the provision of professional engineering services for the workgroups set forth in **Exhibit B – Awarded Work Groups**; and

WHEREAS, the City desires to contract with Black & Veatch for the provision of professional engineering services upon the terms and conditions set forth herein and Black & Veatch desires to perform such services upon said terms and conditions and based upon its qualifications package attached hereto as **Exhibit C – Consultant Proposal**; and

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

T E R M S O F A G R E E M E N T :

1. **RECITALS**. City and Consultant hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The documents comprising the entire understanding between City and Consultant shall include only: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the proposal submitted by Consultant in response thereto (the "Solicitation Documents"); (d) those documents identified in the Project Specifications section of this Agreement, if any; and (e) the task work orders issued for individual projects pursuant to this Agreement (collectively the "Contract Documents). The Contract Documents are incorporated herein by reference for all purposes. Any conflict between the terms of this Agreement and the Contract Documents shall be construed in favor of this Agreement and the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**. The Exhibits to this Agreement are as follows:

      Exhibit A: Consultant Loaded Rate Sheet (A-1 through A-2)
      Exhibit B: Awarded Work Groups (B-1)
      Exhibit C: Consultant Proposal (C-1)

3. **SCOPE OF SERVICES.** Consultant agrees to perform professional engineering services for City on an as needed basis based on task work orders mutually negotiated by and between the City and Consultant for various individual City projects. Consultant shall provide all labor, materials, permits, equipment, transportation and supervision necessary for the provision of professional engineering services to the City under this Agreement unless otherwise agreed to in writing by City.

Doc ID: b04fd56e27eaff34d07c9985d1aa2d30b153c758

A. The scope of work to be performed by Consultant pursuant to task work orders issued under this Agreement may consist of, but will not necessarily be limited to, providing general and customary engineering services for City projects for studies, design, plans production, construction management, development plan review, and other miscellaneous engineering projects.
B. Task work orders shall, by mutual agreement of the parties, set forth the: (1) scope of services for the individual project; (2) time for performance; (3) method and amount of compensation; (4) items to be provided to the City (the "Deliverables"); (5) material information regarding the services; (6) data that must be provided by the City to Consultant; and (6) name and contact information for the City's Project Manager for the individual project.
C. City does not guarantee, warrant, or represent that any certain number of projects or any particular type of project will be assigned to Consultant under the terms of this Agreement.
D. The purpose of this Agreement is not to authorize a specific project, but rather to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any subsequently issued task work order mutually agreed to by City and Consultant.
E. City shall have no obligation to reimburse Consultant for services rendered outside of the scope of any task work order unless and until City has given written approval of the work and the reimbursement.
F. City shall have the sole discretion to select the projects, if any, that may be given to the Consultant.
G. City reserves the right to approve or disapprove the use of any subconsultant for its projects.
H. Consultant shall perform all Services in accordance with the terms and conditions of this Contract and with any and all applicable regulations and requirements of all interested governmental agencies.
I. Consultant shall utilize sufficient qualified personnel acceptable to the City to perform any and all services under this Agreement and any task work order issued hereunder. Consultant shall promptly remove any person from performing services as the City may request in writing and promptly replace such person with a person who shall be approved in writing by the City. Consultant agrees to include a similar provision in its agreements with any and all subconsultants.
J. **Standard of Care.** Consultant shall perform all Services in a timely, efficient, and cost-effective manner and in a manner that comports with the standards of professional engineering services ordinarily exercised by reputable members of Consultant's profession. Consultant shall re-perform any services which fail to satisfy the foregoing standard of care at no additional cost to City. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

4. **CONTRACT TERM.** The term of this Agreement shall commence and continue in full force for a period of **FIVE (5) YEARS** beginning on **OCTOBER 1, 2020** and ending on **SEPTEMBER 30, 2025** (the "Initial Term"). This Agreement may be renewed for no more than **TWO (2)** consecutive **ONE (1) YEAR** terms upon the mutual written consent of both parties, unless terminated earlier by either party pursuant to the terms of this Agreement.
5. **COMPENSATION.** City shall compensate the Consultant an amount not to exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000)** (the "Maximum Limiting Amount") during the Initial Term, inclusive of any and all direct costs, indirect costs, and reimbursable expenses, in accordance with the pricing reflected in **Exhibit A – Consultant Loaded Rate Sheet** and the terms of this Agreement. The maximum limiting amount established under this

Doc ID: b04fd56e27eaff34d07c9985d1aa2d30b153c758

Agreement shall not be exceeded without the City's express written approval verified by amendment or change order to this Agreement.

A. It is expressly understood that Consultant is not entitled to the total amount of Compensation referenced above. Rather, Compensation shall be based on satisfactory completion and delivery of all work product and deliverables identified in the scope of work for each individual task work order up to the maximum limiting amount established herein.

B. For services rendered by Consultant pursuant to individual task work orders issued under this Agreement, City shall pay Consultant in accordance with the amounts set forth in **Exhibit A – Consultant Loaded Rate Sheet**.

C. Compensation due may be calculated as (1) a lump sum amount; or (2) a guaranteed maximum price based on per diem or hourly rates set forth in **Exhibit A – Consultant Loaded Rate Sheet**, which shall not be exceeded unless agreed to in a writing executed by both parties.

D. Consultant shall submit invoices on a monthly basis to the City Project Manager identified on the related task work order for those services satisfactorily performed and materials satisfactorily delivered. By submitting its invoice, Consultant certifies to City that: (1) Consultant has billed City for all services rendered by it and any of its consultants or subconsultants through the date of the invoice; (2) any reimbursable expenses present on the face of the invoice, if allowed, have been reasonably incurred by Consultant; and (3) the amount requested by Consultant is currently due and owing.

E. Consultant invoices shall be sufficiently detailed and adequately describe the work accomplished in accordance with the related task work order. All invoices, reports, and other documentation submitted by Consultant shall include the City Contract Number, invoice date, and an assigned invoice number. City reserves the right to request additional documentation to support the charges reflected. All completed tasks must be approved and agreed upon by the City Project Manager before payment will be authorized.

F. **Prompt Payment.** Monthly actual payment reporting requirements for prime consultants and subconsultants are based on prompt payment rules and laws. The same holds true for return of retainage after the subcontractor has completed its work, not when the overall project is finished. Florida law requires timely payment for both construction and non-construction services. Generally, invoices for construction contracts must be paid within **TWENTY-FIVE (25) DAYS** of receipt. Invoices for consultant contracts are payable per the terms of this Agreement, but shall not exceed federal regulations as set forth in 49 CFR Part 26, specifically section 26.29, requiring payment of all subcontractors for satisfactory performance within **THIRTY (30) DAYS** of payment to the Prime.

G. **Excess Funds.** If due to mistake or any other reason Consultant receives payment under this Agreement in excess of what is invoiced and/or provided for under the terms of this Agreement or any related task work order, Consultant shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30) DAYS** of Consultant's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgment at the highest rate allowed by law.

H. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Consultant shall not be exempted from paying sales tax to its suppliers for services or material required to fulfill Consultant's contractual obligations with

Doc ID: b04fd56e27eaff34d07c9985d1aa2d30b153c758

the City, nor will Consultant be authorized to use City's Tax Exemption Number for securing materials listed herein

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party (each a "Force Majeure" event). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
   A. The party affected by a force majeure event shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof as soon as it becomes aware.
   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications to the terms of this Agreement and/or any related task work order that may be necessary or appropriate in order to arrive at an equitable solution.
   C. Consultant performance shall be extended for a number of days equal to the duration of the force majeure event. Consultant shall be entitled to an extension of time only and, in no event, shall Consultant be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **TERMINATION**. This Agreement may be terminated by either party for cause upon City or Consultant providing written notice to the defaulting party not less than **THIRTY (30) DAYS** prior to the date of termination in the manner specified for the giving of Notices herein. Any such termination shall not affect the rights or obligations accruing to either party under any previously issued and approved Task Work Order.
   A. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
   B. **City's Remedies Upon Consultant Default**. In the event of Consultant default under this Agreement City shall have the right, at City's option, to pursue any and all remedies available at law or equity, including, without limitation, the right to:
      (1) terminate this Agreement without further notice;
      (2) hire another consultant to complete the required work in accordance with the needs of City;
      (3) recover from Consultant all damages, costs, and attorneys' fees arising from Consultant's default prior to termination; and
      (4) recover from Consultant any actual excess costs by: (i) deduction from any unpaid balances owed to Consultant; or (ii) any other remedy as provided by law.
   C. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. Upon receipt of the City's Notice of Termination, Consultant shall immediately discontinue all work as directed in the Notice, provide notice to all subconsultants of the effective date of the

Doc ID: b04fd56e27eaff34d07c9985d1aa2d30b153c758

termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Consultant shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Consultant as permitted under this Agreement and approved by City.

D. **Delivery of Materials Upon Termination**. In the event of termination of this Agreement (or any task work order issued hereunder), for any reason prior to Consultant's satisfactory completion of all services, Consultant agrees to promptly provide to City, at no additional cost or expense, one (1) copy of any and all of the following items which may have been produced or created prior to and including the date of termination to City: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and any other information, instrument, or materials (whether or not completed) that were generated or prepared by Consultant in rendering the Services described herein and not previously furnished to City by Consultant pursuant to this Agreement or associated task work order.

8. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Consultant's performance. Any such evaluation will become public record.
9. **CONTRACT FULFILLMENT.** Consultants who enter into any agreement with the City of Ocala and fail to complete the contract term, for any reason, may be subject to future bidding suspension for **ONE (1) YEAR**, and up to a possible **THREE (3) YEAR** bid debarment for serious contract failures.
10. **COMMERCIAL AUTO LIABILITY INSURANCE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Consultant's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Consultant does not own vehicles, Consultant shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Consultant's Commercial General Liability policy or separate Commercial Automobile Liability policy.
11. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury;
    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations;
    C. Policy must include coverage for contractual liability and independent contractors;
    D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Consultant. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

Doc ID: b04fd56e27eaff34d07c9985d1aa2d30b153c758

12. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Consultant shall waive and shall ensure that Consultant's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Consultant's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**
13. **PROFESSIONAL LIABILITY AND/OR ERRORS AND OMISSIONS INSURANCE COVERAGE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing - until the third anniversary of the expiration of this Agreement or the third anniversary of acceptance of work by City - professional liability or errors and omissions insurance coverage for wrongful acts in an amount not less than One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) aggregate, exclusive of defense costs. It is recognized that this type of insurance is only available on a claims-made basis and additional insured endorsements are not available.
14. **MISCELLANEOUS INSURANCE PROVISIONS**.

    A. Consultant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Consultant shall not be interpreted as limiting Consultant's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Consultant's interests or liabilities or to protect Consultant from claims that may arise out of or result from the negligent acts, errors, or omissions of Consultant, any of its agents or subconsultants, or for anyone whose negligent act(s) Consultant may be liable.
    B. No insurance shall be provided by the City for Consultant under this Agreement and Consultant shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
    C. Certificates of Insurance. No work shall be commenced by Consultant under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Consultant allow any subconsultant to commence work until all similarly required certificates and endorsements of the subconsultant have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Consultant shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org.** Consultant's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Ins

Doc ID: b04fd56e27eaff34d07c9985d1aa2d30b153c758

urance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.

E. Notice of Cancellation of Insurance. Consultant's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Consultant's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Consultant to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.

F. Certificates of Insurance, accompanied by copies of all endorsements required by this section, that are issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala, 110 SE Watula Avenue, Ocala, FL 34471" as an additional insured and certificate holder for General Liability and Commercial Automobile Liability insurance. Original and renewal certificates must be forwarded to the **City of Ocala Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail: vendors@ocalafl.org** prior to the policy expiration.

G. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Consultant. Consultant's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

H. Severability of Interests. Consultant shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

16. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Consultant or as prohibiting the City from acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

17. **PUBLIC RECORDS.** The Consultant shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Consultant shall:

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

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public

Doc ID: b04fd56e27eaff34d07c9985d1aa2d30b153c758

records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant 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.

E. A contractor who fails to provide public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK, 110 SE WATULA AVENUE, OCALA FLORIDA 34471; TELEPHONE: 352-629-8266; E-MAIL: clerk@ocalafl.org.

17. **AUDIT.** Consultant agrees to maintain such financial and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. Consultant shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
18. **PUBLICITY.** Consultant shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
19. **PUBLIC ENTITY CRIMES.** As provided in Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.
20. **DRUG FREE WORKPLACE CERTIFICATION.** If not already completed during the solicitation process, in compliance with section 287.087, Florida Statutes, Consultant shall, prior to the commencement of work under this Agreement, execute the City's Drug Free Workplace Certification and it shall thereafter be deemed to be included as part of this Agreement.
21. **NON-DISCRIMINATORY PRACTICES.** Consultant, for itself, its delegates, successors-in-interest, and assigns, and as part of the consideration hereof, does hereby covenant and agree that in the furnishing of Services to the City under this Agreement, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the basis of race, color, religion ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status. Consultant further covenants and agrees that it shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines and as such rules, regulations, or guidelines may from time to time be amended.

Doc ID: b04fd56e27eaff34d07c9985d1aa2d30b153c758

22. **E-VERIFY.** Pursuant to section 448.095, Consultant shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Consultant shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Consultant certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Consultant understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Consultant may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Consultant shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
23. **INDEPENDENT CONTRACTOR STATUS**. City expressly acknowledges Consultant is an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Consultant performs hereunder.
24. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances**.**
25. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
26. **INDEMNITY.** Consultant shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from damages, claims, losses, costs, and expenses, including attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of negligent errors, acts, or omissions by Consultant and contemplated by this Agreement to the extent allowed by section 725.08, Florida Statutes, and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in section 725.08(4), Florida Statute, including without limitation, harm or personal injury to third persons during the term of this Agreement.
27. **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.
28. **NOTICES.** All notices required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and

Doc ID: b04fd56e27eaff34d07c9985d1aa2d30b153c758

followed with delivery of a hard copy. All notices shall be addressed to the respective parties as follows:

If to Consultant:	Black & Veatch Corporation Rasesh Shah, P.E. 1201 South Orange Avenue Orlando, Florida 32801 Phone: 407-419-3562 Email: **Shahrr@BV.com**
If to City of Ocala:	Daphne M. Robinson, Esq. - Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 Fax: 352-690-2025 Email: notices@ocalafl.org
Copy to:	Robert W. Batsel, Jr., Esq. Gooding & Batsel, PLLC 1531 S.E. 36th Ave. Ocala, Florida 34471 Phone: 352-579-6536 Email: rbatsel@lawyersocala.com

29. **ATTORNEYS FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.
30. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

Doc ID: b04fd56e27eaff34d07c9985d1aa2d30b153c758

31. **GOVERNING LAW**. This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
32. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
33. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all who shall be bound by the provisions hereof.
34. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
35. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
36. **AMENDMENT**. No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
37. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
38. **ELECTRONIC SIGNATURE(S)**. Consultant, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this agreement. Further, a duplicate or copy of the agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original agreement for all purposes.
39. **ENTIRE AGREEMENT.** This Agreement, including those documents referenced in the Contract Documents section of this Agreement, constitute the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

Doc ID: b04fd56e27eaff34d07c9985d1aa2d30b153c758

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

IN WITNESS WHEREOF, the parties have executed this Agreement on 09 / 25 / 2022.

ATTEST

Angel B. Jacobs
Angel B. Jacobs
City Clerk

CITY OF OCALA

Ire Bethea Sr.
Ire Bethea, Sr.
City Council President

Approved as to form and legality

Robert W. Batsel, Jr.
Robert W. Batsel, Jr.
City Attorney

BLACK & VEATCH CORPORATION

Rafael E. Frias III, PE
(Name of Authorized Signatory)

Associate Vice President
(Title of Authorized Signatory)

Doc ID: b04fd56e27eaff34d07c9985d1aa2d30b153c758

Job Classification	Fully Loaded Hourly Rate
BLACK & VEATCH CORPORATION	
Engineer 1	$ 101.63
Engineer 1	$ 99.73
Engineer 1	$ 144.29
Engineer 1	$ 110.06
Engineer 1	$ 120.29
Engineer 1	$ 125.61
Engineer 1	$ 137.04
Engineer 2	$ 204.25
Engineer 2	$ 176.00
Engineer 2	$ 205.86
Engineer 2	$ 148.98
Engineer 2	$ 171.34
Senior Engineer 1	$ 232.24
Senior Engineer 1	$ 204.85
Senior Engineer 1	$ 207.00
Senior Engineer 1	$ 221.76
Senior Engineer 2	$ 268.32
Senior Engineer 2	$ 272.72
Senior Engineer 2	$ 277.66
Senior Engineer 2	$ 255.24
Senior Engineer 3	$ 302.97
Electrical Engineer	$ 168.40
Senior Electrical Engineer	$ 194.49
Environmental Specialist	$ 134.29
Senior Planner	$ 152.37
Project Manager 1	$ 200.51
Project Manager 2	$ 246.31
Project Manager 2	$ 240.00
Project Manager 2	$ 259.80
Project Manager 2	$ 243.33
Project Manager 2	$ 249.73
Project Manager 2	$ 254.03
Project Manager 3	$ 277.41
Project Manager 3	$ 310.63
Project Manager 3	$ 279.85
Project Manager 3	$ 303.38
Project Manager 3	$ 286.47
Principal Engineer	$ 347.62
Senior Accountant	$ 148.25
Senior Accountant	$ 146.92
Accountant	$ 128.27
Secretary/Clerical	$ 105.50
Secretary/Clerical	$ 83.29
CADD/Computer Technician	$ 154.74
CADD/Computer Technician	$ 155.82

Doc ID: b04fd56e27eaff34d07c9985d1aa2d30b153c758

Job Classification	Fully Loaded Hourly Rate
SUBCONSULTANTS	
NADIC ENGINEERING SERVICES, INC	
MAT Chief Engineer	$71.69
MAT Senior Engineer	$60.58
MAT Project Manager	$54.21
MAT Engineer Intern	$32.89
MAT Engineer Intern	$32.89
MAT CADD/Computer Technician	$28.94
MAT Technical Secretary	$18.18
MAT Senior Engineering Technician	$24.42
MAT Senior Engineering Technician	$26.42
MAT Senior Engineering Technician	$26.42
Moorehead Engineering Company	
Sr Professional	$185.00
Professional Engineer	$125.00
Professional Surveyor and Mapper	$130.00
Associate Engineer	$100.00
CADD Technician	$90.00
Clerifical	$60.00
2 Man Survey Crew	$100.00
3 Man Survey Crew	$120.00
Wetland Solutions Inc	
Environmental Engineer I	$70.00
Environmental Engineer II	$85.00
Environmental Engineer III	$105.00
Environmental Engineer IV	$115.00
Environmental Engineer V	$125.00
Environmental Engineer VI	$150.00
Environmental Engineer VII	$175.00
Environmental Engineer VIII	$200.00
Environmental Scientist I	$60.00
Environmental Scientist II	$80.00
Environmental Scientist III	$100.00
Environmental Scientist IV	$115.00
Environmental Scientist V	$130.00
Environmental Scientist VI	$150.00
Environmental Scientist VII	$175.00
Support - Intern	$50.00
Support - Admin	$55.00
Support - Environmental Technician	$65.00

Doc ID: b04fd56e27eaff34d07c9985d1aa2d30b153c758

DRMP Awarded Work Groups	
2.0	Project Development Environmental Studies
3.1	Minor Highway Design
3.2	Major Highway Design
3.3	Controlled Access Highway Design
4.1.1	Miscellaneous Structures
4.1.2	Minor Bridge Design-Concrete
4.2.1	Major Bridge Design-Concrete
4.2.2	Major Bridge Design-Steel
4.2.3	Major Bridge Design-Segmental
4.3.1	Complex Bridge Design-Concrete
4.3.2	Complex Bridge Design-Steel
5.1	Conventional Bridge Inspection
5.3	Complex Bridge Inspection
5.4	Bridge Load Inspection
6.1	Traffic Engineering Studies
6.2	Traffic Signal Timing
6.3.1	Intelligent Trans Sys Analysis and Design
6.3.2	Intelligent Transportation System Implementation
6.3.3	Intelligent Trans Traffic Engineering Sys Communication
7.1	Signing, Pavement Marking and Channelization
7.2	Lighting
7.3	Signalization
8.1	Control Surveying
8.2	Design, Right of Way Construction Surveying
8.3	Photogrammetric Mapping
8.4	Right of Way Mapping
8.5	GIS Mapping
10.1	Roadway Construction Engineering Inspection
10.3	Construction Materials Inspection
10.4	Minor Bridge & Misc. Structures CEI
10.5.1	Major Bridge CEI-Concrete
10.5.2	Major Bridge CEI-Steel
10.5.3	Major Bridge CEI Segmental
10.6.1	Complex Bridge CEI-Concrete
10.6.2	Complex Bridge CEI-Steel
11.0	Engineering Contract Administration and Management
13.3	Policy Planning
13.5	Subarea/Corridor Planning
13.6	Land Planning/Engineering
28.1	Pump Station & Force Main Design
28.2	Stormwater Drainage Analysis
29.1	Environmental Engineering Services

Doc ID: b04fd56e27eaff34d07c9985d1aa2d30b153c758

Black & Veatch Corporation's submitted proposal

is available for inspection and copying at:

City of Ocala, Procurement and Contracting

110 SE Watula Avenue

Ocala, Florida, 34471

Doc ID: b04fd56e27eaff34d07c9985d1aa2d30b153c758

TITLE	Agreement for Continuing Professional Engineering Services...
FILE NAME	Partially Execute...poration (ENG.pdf
DOCUMENT ID	b04fd56e27eaff34d07c9985d1aa2d30b153c758
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SENT	**09 / 21 / 2022** 12:45:04 UTC-4	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Ire Bethea, Sr. (ibethea@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from plewis@ocalafl.org IP: 216.255.240.104
VIEWED	**09 / 24 / 2022** 08:11:54 UTC-4	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**09 / 24 / 2022** 08:12:16 UTC-4	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**09 / 25 / 2022** 22:35:32 UTC-4	Viewed by Ire Bethea, Sr. (ibethea@ocalafl.org) IP: 24.250.250.64
SIGNED	**09 / 25 / 2022** 22:37:16 UTC-4	Signed by Ire Bethea, Sr. (ibethea@ocalafl.org) IP: 24.250.250.64

TITLE	Agreement for Continuing Professional Engineering Services...
FILE NAME	Partially Execute...poration (ENG.pdf
DOCUMENT ID	b04fd56e27eaff34d07c9985d1aa2d30b153c758
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

VIEWED	**09 / 26 / 2022** 08:21:36 UTC-4	Viewed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**09 / 26 / 2022** 08:21:48 UTC-4	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**09 / 26 / 2022** 08:21:48 UTC-4	The document has been completed.

File #: 2025-1683 Agenda Item #: 10d.

Submitted By: Payal Pandya

Presentation By: Sean Lanier

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):
Approve Grant Agreement 25PLN17 with the Florida Department of Environmental Protection for the completion of an Adaptation Plan consistent with the Florida Adaptation Planning Guidebook in the amount of $300,000

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place.

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The City of Ocala (City) currently operates stormwater management facilities and programs within the incorporated City limits. To address flood protection for its residents, the City seeks to identify and address critical issues through the creation and implementation of a Stormwater Master Plan (SWMP). The SWMP will address these needs by identifying limits of flooding during the various design storm events based on the most up-to-date development information and topographic data.

The SWMP will be based on an existing conditions stormwater model and associated data developed as part of the Vulnerability Assessment (VA) currently in progress as a separate project performed under Kimley-Horn and Associates, Inc (Kimley-Horn) Task Work Order (TWO) No.37, and partially funded by Florida Department of Environmental Protection (FDEP) grant agreement 24PLN40. The SWMP will use the model developed in the VA to analyze the flood impacts to a higher level of detail within the City. The SWMP will also make recommendations for implementation of projects to address and mitigate the flood risk to critical infrastructure identified in the VA.

In June 2024, Kimley-Horn applied on the City's behalf for grant 25PL17 to help fund the proposed cost of $462,170.11 for the development of the SWMP from the VA, as shown in TWO No.51 from Kimley-Horn and Associates.

FINDINGS AND CONCLUSIONS:

FDEP grant agreement 25PLN17 will provide partial funding to complete an Adaptation Plan (AP) consistent with the Florida Adaptation Planning Guidebook, which will be used for the creation and implementation of a Stormwater Master Plan (SWMP) for City of Ocala. Staff recommends approval.

FISCAL IMPACT:
Funding for this grant will be appropriated into account 158-050-396-538-53-31010 in the amount of $300,000. A budget resolution is provided on the same agenda to appropriate the grant funding.

PROCUREMENT REVIEW:
This Standard Grant Agreement has been reviewed by the Procurement and Contracting Officer in compliance with City policy.

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): City of Ocala Adaptation Plan

Agreement Number: 25PLN17

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: City of Ocala

Entity Type: Local Government

Grantee Address: 110 SE Watula Avenue Ocala, Florida 34471

FEID: 59-6000392

(Grantee)

3. Agreement Begin Date: 7/1/2024

Date of Expiration: 6/30/2027

4. Project Number: *(If different from Agreement Number)*

Project Location(s): Marion County, Florida

Project Description: The project will complete an Adaptation Plan (AP) consistent with the Florida Adaptation Planning Guidebook. The Project will include public outreach and stakeholder engagement.

5. Total Amount of Funding: $300,000.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	FY 24-25 GAA Line Item #1854	$ 300,000.00
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ 300,000.00

6. Department's Grant Manager

Name: George Begley or successor

Address: Resilient Florida Program
3900 Commonwealth Boulevard, MS230
Tallahassee, Florida 32399

Phone: 850-245-8020

Email: George.Begley@FloridaDEP.gov

Grantee's Grant Manager

Name: Sean Lanier or successor

Address: City of Ocala
1805 NE 30th Ave, Bldg 600
Ocala, Florida 34470

Phone: 352-351-6772

Email: SLanier@OcalaFL.gov

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☑ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☑ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

☑ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Ocala — **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature*) Date Signed

Kristen Dreyer, City Council President

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

ORCP Additional Signatures

_____

DEP Grant Manager, George Begley

_____

DEP QC Reviewer, Stephanie Link

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 25PLN17

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is the City of Ocala Adaptation Plan. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 25PLN17

ATTACHMENT 3

PROJECT TITLE: City of Ocala Adaptation Plan

PROJECT LOCATION: The Project is located in the City of Ocala within Marion County, Florida.

PROJECT DESCRIPTION:
The City of Ocala (Grantee) will complete the City of Ocala Adaptation Plan Project (Project) to include an Adaptation Plan (AP) consistent with the Florida Adaptation Planning Guidebook. The Project may include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The Grantee will prepare the agenda, draft project schedule, presentation, and other meeting materials as necessary.

Deliverables: The Grantee will provide the following:

- **1.1:** Kick-off meeting agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

Task 2: Draft Adaptation Needs and Strategies

Description: The Grantee will develop adaptation needs and strategies for inclusion in the AP. The AP will include a table listing the adaptation needs and corresponding recommended strategies for each as well as a map illustrating the critical assets identified as adaptation needs. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook.

Deliverables: The Grantee will provide the following:

- **2.1:** A draft AP.

Task 3: Community Prioritization of Adaptation Needs

Description: The Grantee will conduct a public meeting to develop a prioritization of adaptation needs for the community. The Grantee will present the draft AP that includes the following: assessment of adaptive capacities, adaptation needs, and identification of adaptation strategies. The purpose of the meeting is to allow the public to provide community-specific input on the identified adaptation needs and strategies as identified in the draft AP as well as an opportunity to prioritize adaptation needs. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **3.1:** The agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

Task 4: Final Adaptation Plan

Description: The Grantee will complete an AP that is consistent with the Florida Adaptation Planning Guidebook. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), Florida Statutes, for consideration and implementation.

Deliverables: The Grantee will provide the following:

- **4.1:** A final AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Conduct Steering Committee Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	$10,731	$0	$10,731	7/1/2024	6/30/2026
2	Draft Adaptation Needs and Strategies	$186,830	$0	$186,830	7/1/2024	9/30/2026
3	Community Prioritization of Adaptation Needs	$61,539	$0	$61,539	7/1/2024	12/31/2026
4	Final Adaptation Plan	$40,900	$0	$40,900	7/1/2024	3/31/2027
	Total:	**$300,000**	**$0**	**$300,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 24.25	37.098	Resilient Florida Programs	$300,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$300,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.

3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 25PLN17

CITY OF OCALA ADAPTATION PLAN

City of Ocala

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 25PLN17

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 25PLN17

Project Title: City of Ocala Adaptation Plan

Grantee: City of Ocala

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

The City of Ocala is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Kristen Dreyer, City Council President

Title: City Engineer/Director of Engineering & Water Resources

Signature: Sean Lanier Digitally signed by Sean Lanier Date: 2025.01.21 14:10:21 -05'00'

Date: 1/21/2025

Docusign Envelope ID: 8C8DCE3C-7142-4898-B3DE-FF1F167B8A42

CONTRACT# 210895

CITY OF OCALA
CONTINUING PROFESSIONAL SERVICES
CONTRACT WORK ORDER

WORK ORDER NUMBER # 51

EFFECTIVE DATE: 7/16/25

DS
DR
Contracting Officer
Approval/Initials

Project Title: Stormwater Master Plan

To: *Kimley Horn and Associates*
1700 SE 17th St, Suite 200
Ocala, FL 34471

Attn: *Amber L. Gartner, PE*

FUNDING SOURCE: Professional Services

EXPENDITURE ACCOUNT NUMBER:
158-020-430-538-53-31010- $162,170 - City Match
158-050-396-538-53-31010- $300,000- Grant Portion

In accordance with ENG/210895 and the executed City Council Agreement you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed **$ 462,170.11 .**

Requested By: _____ **Date:** 7/18/2025
Department Director

Approved By: _____ **Date:** _____
Council President

Created By: Nyla Nguyen **Date:** 7/16/2025

Docusign Envelope ID: 8C8DCE3C-7142-4898-B3DE-FF1F167B8A42

Kimley»Horn

INDIVIDUAL PROJECT ORDER NUMBER 2024-7

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn or Consultant) and The City of Ocala (the City or Client) in accordance with the terms of the Master Agreement for Continuing Professional Services, Contract ENG/210895 dated September 25, 2022, which is incorporated herein by reference.

Identification of Project:

Project: Stormwater Master Plan
Client: City of Ocala
Project Manager: Alan Garri, P.E.

General Category of Services:

The scope of services and fees described herein are based upon the following assumptions and project understanding.

1. The City currently operates stormwater management facilities and programs within the incorporated City limits. To address flood protection for its residents, the City seeks to identify and address critical issues through the creation and implementation of a Stormwater Master Plan (SWMP). This Project helps to address these needs by identifying limits of flooding during the various design storm events based on the most up-to-date development information and topographic data. The City also desires to include an analysis of existing water quality concerns in this SWMP.

2. The SWMP will be based on an existing conditions stormwater model and associated data developed as part of a Vulnerability Assessment to be completed for the City as a separate project.

3. It is understood that the model developed as part of the Vulnerability Assessment may be regional in nature and may not reflect a model scale that would capture proposed improvements. Additional model revisions within areas of interest should be performed to ensure that proposed improvements are modeled at an appropriate scale.

4. The SWMP will include an analysis of pollutant loading within the City based on available land use data, existing conveyance and assumed treatment based on the created existing conditions ICPR4 model.

5. The SWMP will evaluate conceptual improvements to the existing stormwater management system within the City based on modeled flooding reduction, modeled water quality improvement, and estimated cost.

6. The completed model and findings of this Project may be leveraged in future projects, such as infrastructure projects, FEMA map revisions, and grant applications. However, additional project-specific updates and information may be needed as the model being created is a planning level tool specifically for the SWMP.

SPECIFIC SCOPE OF BASIC SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 1 - Project Meetings and Administration

A. Kickoff Meeting: Kimley-Horn will attend a kickoff meeting with the City to introduce team members, discuss the scope and timeline of work, establish communication preferences, and discuss project administration and invoicing. During the Kickoff Meeting, the City will identify historic flooding locations.

B. Progress Meetings: Kimley-Horn will attend up to eight progress meetings throughout the duration of the project. Kimley-Horn will prepare a meeting agenda and meeting notes for each progress meeting and will provide these to the City.

Docusign Envelope ID: 8C8DCE3C-7142-4898-B3DE-FF1F167B8A42

C. Deliverables:

1) Meeting Agenda and Notes for Kickoff Meeting – one (1) electronic copy in PDF format

2) Meeting Agenda and Notes for each progress meeting – one (1) electronic copy in PDF format for each of the 8 meetings

Task 2 - Area of Interest Identification and Data Collection

A. Area of interest identification: Based on findings from the vulnerability assessment, Kimley-Horn and City will meet to identify fifteen (15) areas of interest that have the potential for future stormwater improvements or that are of special concern to the City. Kimley-Horn will prepare a map that serves as a list of selected areas of interest based on this meeting.

B. Field Visit: Within the selected areas of interest, Kimley-Horn will visit the field to verify local drainage patterns and drainage structures. Kimley-Horn will photograph and document the size and material of the accessible major conveyance stormwater structures visited. It is anticipated that areas and structures that have already been visited in past studies or are already to the desired level of detail will be visited as needed. This total subtask is limited to 5 days of fieldwork.

C. Survey and Coordination with Surveyor: Kimley-Horn will coordinate with the surveyor to identify survey needs and provide requested information to the surveyor. It is anticipated that survey needs will be identified for some areas ahead of others. The cost associated with Task 2C will only be for Kimley-Horn's coordination efforts. Cost for the survey work will be approved under a separate contract amendment.

D. Deliverables:

1) Kimley-Horn will compile information collected in Task 2 into a single deliverable folder with a list of data collected. The data contained in the deliverable will be limited to data relevant to model development.

2) Areas of Interest Map – One (1) electronic copy in PDF format

Task 3 - Existing Conditions Model Refinement

A. Existing Conditions Model – Area of Interest Refinement: Kimley-Horn will utilize the existing model created as a baseline for a refined existing conditions model that will provide additional model detail at each of the ten selected areas of interest. The additional model detail of the refined model will represent existing drainage patterns that are local in each area of interest that were not reflected in the existing model from the vulnerability assessment. The additional model detail may include changes to the basins, nodes, and links of the existing conditions model that reflect local storm structures, storage areas, or other local drainage features. Refinement to this level of detail will be limited to the areas of interest.

B. Deliverable:

1) Exhibit of level pool floodplains for one design storm event at each area of interest

Task 4 - Pollutant Loading Analysis

A. Water Quality Data Review: Kimley-Horn will review available Florida Department of Environmental Protection (FDEP) documents, including Total Maximum Daily Loads or Basin Management Action Plans ("BMAPs") within the study area, as well as review available water quality data from FDEP and Environmental Protection Agency (EPA).

B. Pollutant Loading Analysis: Based on the findings of the water quality data review, the City will provide direction on pollutants of interest (anticipated to be 2-5). For each pollutant of interest, Kimley-Horn will perform a spreadsheet-based pollutant load analysis that will calculate assumed

Docusign Envelope ID: 8C8DCE3C-7142-4898-B3DE-FF1F167B8A42

loading within the project area for a given calendar year. It is anticipated that pollutant loading will be based on land use and include each modeled basin. The analysis will summarize pollutant loadings into identified areas of pollutant concern based on flow direction and loading from the stormwater model. Kimley-Horn will submit a Technical Memorandum that will summarize the pollutant load analysis methodology and results to the City for review and comment and will update the pollutant analysis one time based on City feedback.

C. Deliverable:

1) Pollutant Loading Analysis Technical Memorandum

Task 5 - Flood Protection Level of Service Determination

A. Level of Service Analysis: The City will provide a list of desired Level of Service ("LOS") criteria, which will consist of goals for existing structural and paved features to be above the floodplain elevations of certain design storms based on the results of Task 3. Kimley-Horn will review landmark elevations which will include estimated ground elevations around building footprints, assumed finish floor elevations, and pavement elevations. The City will provide the building footprint layer and road centerline layer if available, or open-source data will be utilized. Kimley-Horn will compare the landmark elevations to the relevant design storm floodplains as defined by the City's LOS criteria to identify areas where the LOS criteria is not being met. Kimley-Horn will then prepare maps showing all portions of the City that are not meeting LOS criteria.

B. Deliverable:

1) Level of Service Maps

Task 6 - Alternatives Analysis

A. Initial Project Selection: Based on the results from Tasks 4 and 5, Kimley-Horn will identify areas for potential projects. Once basins are identified, Kimley-Horn will review those areas for open land or other potential project locations for proposed projects. Kimley-Horn will meet with the City to review locations of potential projects and choose areas and/or types of projects to focus on for the alternatives analysis. Kimley-Horn will discuss flood reduction goals with the City and create preliminary layouts of the drainage improvements.

B. Project Refinement: Kimley-Horn will identify a list of up to ten (10) proposed project areas. For each project area, Kimley-Horn will conduct an alternatives analysis that will perform up to ten (10) model iterations that will reflect proposed stormwater improvement alternatives associated with the identified projects. The modeled iterations will be reviewed, and the most effective iteration will be chosen as the Refined Project. Kimley-Horn will create updated level pool floodplains from the Refined Projects and prepare an exhibit comparing the level pool floodplains for each design storm in existing conditions and for the Refined Projects. The LOS Analysis will be updated for each project, demonstrating the project's level of service. The Pollutant Loading Analysis will be updated for each project to demonstrate the effectiveness of pollutant reduction.

C. Preliminary Project Layout: Kimley-Horn will create a Preliminary Project Layout for each Refined Project. This layout will serve as exhibit that illustrates the scale and nature of the project. Each Preliminary Project Layout will include a schematic of the existing modeled infrastructure and preliminary schematics of proposed storage and infrastructure changes. A Preliminary Project Layout will be prepared for all model storm events with existing and proposed model results in the form of level pool floodplains shown for a chosen storm event. The Preliminary Project Layouts will show the level of service improvement for each project area for a chosen storm event.

D. Deliverable:

1) List of Selected Projects

Docusign Envelope ID: 8C8DCE3C-7142-4898-B3DE-FF1F167B8A42

2) Preliminary Project Layouts – one for each design storm event – 10 total

3) Updated Pollutant Loading Analysis that will include analysis on pollutant loading reduction associated with Refined Projects.

4) Updated LOS Analysis will include analysis of LOS improvement associated with Refined Projects.

Task 7 - Benefit-Cost Analysis

A. Preliminary Opinions of Probable Construction Cost: Kimley-Horn will prepare preliminary opinions of probable construction cost (OPCC) (Class II level) for the ten (10) Refined Projects. The preliminary OPCC will be developed using current industry information. The information will be used to compare the alternatives and general anticipated cost. Further refinement of the OPCC will be developed in the future.

B. Benefit-Cost Rank: Kimley-Horn will prepare an overall benefit-cost analysis. The benefits will be based on the overall drainage improvements (LOS improvement) and improved water quality based on the Best Management Practice (BMP) analysis. The cost will be based on the prepared cost estimate for each alternative. Kimley-Horn will compare the benefits to the cost and create a ranking for review with the City.

C. Decision Support Matrix: Kimley-Horn will prepare a decision support matrix that compares the benefits and anticipated costs of each alternative, as well as additional considerations provided by the City. Kimley-Horn will meet with the City to obtain any additional input and will add additional potential categories for use in a decision support matrix. The City will also provide input if each category should be weighted.

D. Deliverables:

1) Opinion of Probable Construction Cost – one (1) OPC for each of the ten (10) Refined Projects.

2) Benefit-Cost Ranking – one (1) electronic copy in PDF format

3) Decision Support Matrix – one (1) electronic copy in PDF format

Task 8 - Final Report and Recommendation

A. Grant Funding Opportunities Review: Kimley-Horn will review grants that may be available for projects developed under Task 6. This will be completed more generally based on project types, rather than project by project. A description of potential grant funding sources will be included in the Final Report.

B. Recommend Alternative Report: Kimley-Horn will create a report describing the analysis used to determine the final recommended alternatives. The report will include a brief discussion of model development, preliminary layouts, opinions of probable costs, and the decision support matrix. Kimley-Horn will submit a draft version of the report to the City for review. Kimley-Horn will address City comments and prepare a final report for submittal to the City.

C. Deliverables:

1) Draft Report (PDF)

2) Final Report, signed and sealed (PDF)

Docusign Envelope ID: 8C8DCE3C-7142-4898-B3DE-FF1F167B8A42

INFORMATION PROVIDED BY CLIENT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City shall provide all information requested by Kimley-Horn during the Project.

SCHEDULE

Kimley-Horn will prove the Scope of Services as expeditiously as practicable with the goal of meeting a mutually beneficial schedule.

METHOD OF COMPENSATION

Kimley-Horn will perform the services in Tasks 1 - 8 for the total lump sum labor fee below.

Task Description	*Lump Sum Fee*
Task 1- Project Meetings and Administration	$16,531.90
Task 2 - Area of Interest Identification and Data Collection	$24,517.62
Task 3 - Existing Conditions Model Refinement	$49,217.00
Task 4 - Pollutant Loading Analysis	$65,529.62
Task 5 - Flood Protection Level of Service Determination	$25,485.85
Task 6 - Alternatives Analysis	$123,073.66
Task 7 - Benefit-Cost Analysis	$94,803.66
Task 8 - Final Report and Recommendation	$63,010.80
Total	***$462,170.11***

In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

ACCEPTED:

THE CITY OF OCALA, FLORIDA

By: _____

Title: _____

Date: _____

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Richard V. Busche, PE – Principal

By: _____
Alan J. Garri, P.E. – Project Manager

Date: April 17, 2024

Kimley»Horn

TABLE A
COST ESTIMATE FOR SERVICES

PROJECT: 2024-7_STORMWATER MASTER PLAN
CLIENT: CITY OF OCALA
KHA PM: ALAN GARRI, P.E.
BASIS FOR ESTIMATE: COUNCIL-APPROVED HOURLY RATES, CONTRACT #ENG/210895

SHEET: 1 of 1
DATE: 4-17-2024

		DIRECT LABOR (MAN-HOURS)												
		Project Manager 2	Chief Engineer 1	Chief Engineer 2	Senior Engineer 1B	Senior Engineer 2	Project Engineer 2	Project Engineer 1	Engineering Intern	Chief Designer	Secretary/ Clerical	LABOR HOURS	SUB ($)	LABOR TOTAL
NO.	**DESCRIPTION**	**$224.86**	**$305.66**	**$290.23**	**$262.47**	**$260.05**	**$225.65**	**$175.50**	**$137.42**	**$170.09**	**$103.26**			
1	Project Meetings and Administration	12	2	2	4	8	16	16	18		6	84		$ 16,531.90
2	Area of Intrest Identification and Data Collection		4	4	8		16	28	80		5	145		$ 24,517.62
3	Existing Conditions Model Refinement		2	4	30	16	24	60	100	30	6	272		$ 49,217.00
4	Pollutant Loading Analysis		4	6	40	24	32	80	175		5	366		$ 65,529.62
5	Flood Protection Level of Service Determination		2	3	22	6	8	24	70		10	145		$ 25,485.85
6	Alternatives Analysis		12	16	40	40	80	125	380		16	709		$ 123,073.66
7	Benefit-Cost Analysis		6	8	80	20	30	100	280		16	540		$ 94,803.66
8	Final Report and Recommendations		2	4	80	8	16	70	150		16	346		$ 63,010.80
												SUB TOTAL:	**$ -**	**$ 462,170.11**
												GRAND TOTAL:	**$**	**462,170.11**

Docusign Envelope ID: 8C8DCE3C-7142-4898-B3DE-FF1F167B8A42

Certificate Of Completion

Envelope Id: 8C8DCE3C-7142-4898-B3DE-FF1F167B8A42
Status: Completed
Subject: SIGNATURE: TWO #51 - Stormwater Master Plan - Kimley-Horn (ENG/210895)
Source Envelope:
Document Pages: 7
Signatures: 0
Certificate Pages: 4
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
7/22/2025 11:29:49 AM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
Daphne Robinson drobinson@ocalafl.org Contracting Officer Security Level: Email, Account Authentication (None)	DS Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/22/2025 11:30:34 AM Viewed: 7/22/2025 4:14:53 PM Signed: 7/22/2025 4:15:00 PM

Electronic Record and Signature Disclosure:
Accepted: 7/22/2025 4:14:53 PM
ID: 953c31c6-db80-4cdc-91c6-30558e8bfc5c

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	7/22/2025 11:30:34 AM
Certified Delivered	Security Checked	7/22/2025 4:14:53 PM
Signing Complete	Security Checked	7/22/2025 4:15:00 PM
Completed	Security Checked	7/22/2025 4:15:00 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

File #: BR-2025-169 Agenda Item #: 10e.

Submitted By: Payal Pandya

Presentation By: Sean Lanier

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):
Adopt Budget Resolution 2025-169 appropriating funds from the Florida Department of Environmental Protection to complete an Adaptation Plan consistent with the Florida Adaptation Planning Guidebook in the amount of $300,000

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place.

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The City of Ocala (City) currently operates stormwater management facilities and programs within the incorporated City limits. To address flood protection for its residents, the City seeks to identify and address critical issues through the creation and implementation of a Stormwater Master Plan (SWMP). The SWMP will address these needs by identifying limits of flooding during the various design storm events based on the most up-to-date development information and topographic data.

The SWMP will be based on an existing conditions stormwater model and associated data developed as part of the Vulnerability Assessment (VA) currently in progress as a separate project performed under Kimley-Horn and Associates, Inc (Kimley-Horn) Task Work Order (TWO) No.37, and partially funded by Florida Department of Environmental Protection (FDEP) grant agreement 24PLN40. The SWMP will use the model developed in the VA to analyze the flood impacts to a higher level of detail within the City. The SWMP will also make recommendations for implementation of projects to address and mitigate the flood risk to critical infrastructure identified in the VA.

In June 2024, Kimley- Horn applied on the City's behalf for grant 25PL17 to help fund the proposed cost of $462,170.11 for the development of the SWMP from the VA, as shown in TWO No.51 from Kimley-Horn and Associates.

FINDINGS AND CONCLUSIONS:

FDEP grant agreement 25PLN17 will provide partial funding to complete an Adaptation Plan (AP) consistent with the Florida Adaptation Planning Guidebook, which will be used for the creation and implementation of a Stormwater Master Plan (SWMP) for City of Ocala. Staff recommends approval.

FISCAL IMPACT:
The total estimated cost of the Project is $462,170.11. FDEP agrees to reimburse the city in an amount not to exceed $300,000 which will be appropriated in account 158-050-396-538-53-31010. Funding in the amount of $162,170.11 to cover the additional cost of the project will be available in account 158-020-396-538-53-31010.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:
- Adopt with Changes
- Table
- Deny

BUDGET RESOLUTION 2025-169

A RESOLUTION AMENDING THE FISCAL YEAR 2024-25 BUDGET TO ACCEPT AND APPROPRIATE FUNDS FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO COMPLETE AN ADAPTATION PLAN CONSISTENT WITH THE FLORIDA ADAPTATION PLANNING GREENBOOK IN THE AMOUNT OF 300,000

WHEREAS, the City has been awarded a grant from the Florida Department of Environmental Protection (25PLN17) in the amount $300,000 to complete an Adaptation Plan (AP) consistent with the Florida Adaptation Planning Guidebook; and

WHEREAS, the grant is to identify and address critical issues through the creation and implementation of a Stormwater Master Plan (SWMP); and

WHEREAS, the grant funding represents $300,000 of the total estimated project cost of $462,170.11; and

WHEREAS, the city will match the remaining $162,170.11 of the project cost.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2024-25 budget be amended as outlined below.

SOURCE:

158-334-000-000-09-33499	Adaption Plan Grant	$300,000

USE:

158-050-396-538-53-31010	Professional Services	$300,000

This resolution adopted this _____ day of _____, 2025.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Kristen M. Dreyer
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): City of Ocala Adaptation Plan

Agreement Number: 25PLN17

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: City of Ocala

Entity Type: Local Government

Grantee Address: 110 SE Watula Avenue Ocala, Florida 34471

FEID: 59-6000392

(Grantee)

3. Agreement Begin Date: 7/1/2024

Date of Expiration: 6/30/2027

4. Project Number: *(If different from Agreement Number)*

Project Location(s): Marion County, Florida

Project Description: The project will complete an Adaptation Plan (AP) consistent with the Florida Adaptation Planning Guidebook. The Project will include public outreach and stakeholder engagement.

5. Total Amount of Funding: $300,000.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	FY 24-25 GAA Line Item #1854	$ 300,000.00
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ 300,000.00

6. Department's Grant Manager

Name: George Begley or successor

Address: Resilient Florida Program
3900 Commonwealth Boulevard, MS230
Tallahassee, Florida 32399

Phone: 850-245-8020

Email: George.Begley@FloridaDEP.gov

Grantee's Grant Manager

Name: Sean Lanier or successor

Address: City of Ocala
1805 NE 30th Ave, Bldg 600
Ocala, Florida 34470

Phone: 352-351-6772

Email: SLanier@OcalaFL.gov

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☑ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☑ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

☑ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Ocala — **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature*) Date Signed

Kristen Dreyer, City Council President

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

ORCP Additional Signatures

_____

DEP Grant Manager, George Begley

_____

DEP QC Reviewer, Stephanie Link

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 25PLN17

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is the City of Ocala Adaptation Plan. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 25PLN17

ATTACHMENT 3

PROJECT TITLE: City of Ocala Adaptation Plan

PROJECT LOCATION: The Project is located in the City of Ocala within Marion County, Florida.

PROJECT DESCRIPTION:
The City of Ocala (Grantee) will complete the City of Ocala Adaptation Plan Project (Project) to include an Adaptation Plan (AP) consistent with the Florida Adaptation Planning Guidebook. The Project may include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The Grantee will prepare the agenda, draft project schedule, presentation, and other meeting materials as necessary.

Deliverables: The Grantee will provide the following:

- **1.1:** Kick-off meeting agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

Task 2: Draft Adaptation Needs and Strategies

Description: The Grantee will develop adaptation needs and strategies for inclusion in the AP. The AP will include a table listing the adaptation needs and corresponding recommended strategies for each as well as a map illustrating the critical assets identified as adaptation needs. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook.

Deliverables: The Grantee will provide the following:

- **2.1:** A draft AP.

Task 3: Community Prioritization of Adaptation Needs

Description: The Grantee will conduct a public meeting to develop a prioritization of adaptation needs for the community. The Grantee will present the draft AP that includes the following: assessment of adaptive capacities, adaptation needs, and identification of adaptation strategies. The purpose of the meeting is to allow the public to provide community-specific input on the identified adaptation needs and strategies as identified in the draft AP as well as an opportunity to prioritize adaptation needs. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **3.1:** The agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

Task 4: Final Adaptation Plan

Description: The Grantee will complete an AP that is consistent with the Florida Adaptation Planning Guidebook. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), Florida Statutes, for consideration and implementation.

Deliverables: The Grantee will provide the following:

- **4.1:** A final AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Conduct Steering Committee Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	$10,731	$0	$10,731	7/1/2024	6/30/2026
2	Draft Adaptation Needs and Strategies	$186,830	$0	$186,830	7/1/2024	9/30/2026
3	Community Prioritization of Adaptation Needs	$61,539	$0	$61,539	7/1/2024	12/31/2026
4	Final Adaptation Plan	$40,900	$0	$40,900	7/1/2024	3/31/2027
	Total:	**$300,000**	**$0**	**$300,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 24.25	37.098	Resilient Florida Programs	$300,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$300,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.

3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 25PLN17

CITY OF OCALA ADAPTATION PLAN

City of Ocala

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 25PLN17

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 25PLN17

Project Title: City of Ocala Adaptation Plan

Grantee: City of Ocala

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

The City of Ocala is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Kristen Dreyer, City Council President

Title: City Engineer/Director of Engineering & Water Resources

Signature: Sean Lanier Digitally signed by Sean Lanier Date: 2025.01.21 14:10:21 -05'00'

Date: 1/21/2025

CONTRACT# 210895

CITY OF OCALA
CONTINUING PROFESSIONAL SERVICES
CONTRACT WORK ORDER

WORK ORDER NUMBER # 51

EFFECTIVE DATE: 7/16/25

Contracting Officer
Approval/Initials

Project Title: Stormwater Master Plan

To: *Kimley Horn and Associates*
1700 SE 17th St, Suite 200
Ocala, FL 34471

Attn: *Amber L. Gartner, PE*

FUNDING SOURCE: Professional Services

EXPENDITURE ACCOUNT NUMBER:
158-020-396-538-53-31010 - $162,170 - City Match
158-050-396-538-53-31010 - $300,000 - Grant Portion

In accordance with ENG/210895 and the executed City Council Agreement you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed **$ 462,170.11** .

Requested By: _____ **Date:** 7/18/2025
Department Director

Approved By: _____ **Date:** _____
Council President

Created By: Nyla Nguyen **Date:** 7/16/2025

Kimley»Horn

INDIVIDUAL PROJECT ORDER NUMBER 2024-7

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn or Consultant) and The City of Ocala (the City or Client) in accordance with the terms of the Master Agreement for Continuing Professional Services, Contract ENG/210895 dated September 25, 2022, which is incorporated herein by reference.

Identification of Project:

Project: Stormwater Master Plan
Client: City of Ocala
Project Manager: Alan Garri, P.E.

General Category of Services:

The scope of services and fees described herein are based upon the following assumptions and project understanding.

1. The City currently operates stormwater management facilities and programs within the incorporated City limits. To address flood protection for its residents, the City seeks to identify and address critical issues through the creation and implementation of a Stormwater Master Plan (SWMP). This Project helps to address these needs by identifying limits of flooding during the various design storm events based on the most up-to-date development information and topographic data. The City also desires to include an analysis of existing water quality concerns in this SWMP.

2. The SWMP will be based on an existing conditions stormwater model and associated data developed as part of a Vulnerability Assessment to be completed for the City as a separate project.

3. It is understood that the model developed as part of the Vulnerability Assessment may be regional in nature and may not reflect a model scale that would capture proposed improvements. Additional model revisions within areas of interest should be performed to ensure that proposed improvements are modeled at an appropriate scale.

4. The SWMP will include an analysis of pollutant loading within the City based on available land use data, existing conveyance and assumed treatment based on the created existing conditions ICPR4 model.

5. The SWMP will evaluate conceptual improvements to the existing stormwater management system within the City based on modeled flooding reduction, modeled water quality improvement, and estimated cost.

6. The completed model and findings of this Project may be leveraged in future projects, such as infrastructure projects, FEMA map revisions, and grant applications. However, additional project-specific updates and information may be needed as the model being created is a planning level tool specifically for the SWMP.

SPECIFIC SCOPE OF BASIC SERVICES

Kimley-Horn will provide the services specifically set forth below.

<u>Task 1 - Project Meetings and Administration</u>

A. Kickoff Meeting: Kimley-Horn will attend a kickoff meeting with the City to introduce team members, discuss the scope and timeline of work, establish communication preferences, and discuss project administration and invoicing. During the Kickoff Meeting, the City will identify historic flooding locations.

B. Progress Meetings: Kimley-Horn will attend up to eight progress meetings throughout the duration of the project. Kimley-Horn will prepare a meeting agenda and meeting notes for each progress meeting and will provide these to the City.

C. Deliverables:

1) Meeting Agenda and Notes for Kickoff Meeting – one (1) electronic copy in PDF format

2) Meeting Agenda and Notes for each progress meeting – one (1) electronic copy in PDF format for each of the 8 meetings

Task 2 - Area of Interest Identification and Data Collection

A. Area of interest identification: Based on findings from the vulnerability assessment, Kimley-Horn and City will meet to identify fifteen (15) areas of interest that have the potential for future stormwater improvements or that are of special concern to the City. Kimley-Horn will prepare a map that serves as a list of selected areas of interest based on this meeting.

B. Field Visit: Within the selected areas of interest, Kimley-Horn will visit the field to verify local drainage patterns and drainage structures. Kimley-Horn will photograph and document the size and material of the accessible major conveyance stormwater structures visited. It is anticipated that areas and structures that have already been visited in past studies or are already to the desired level of detail will be visited as needed. This total subtask is limited to 5 days of fieldwork.

C. Survey and Coordination with Surveyor: Kimley-Horn will coordinate with the surveyor to identify survey needs and provide requested information to the surveyor. It is anticipated that survey needs will be identified for some areas ahead of others. The cost associated with Task 2C will only be for Kimley-Horn's coordination efforts. Cost for the survey work will be approved under a separate contract amendment.

D. Deliverables:

1) Kimley-Horn will compile information collected in Task 2 into a single deliverable folder with a list of data collected. The data contained in the deliverable will be limited to data relevant to model development.

2) Areas of Interest Map – One (1) electronic copy in PDF format

Task 3 - Existing Conditions Model Refinement

A. Existing Conditions Model – Area of Interest Refinement: Kimley-Horn will utilize the existing model created as a baseline for a refined existing conditions model that will provide additional model detail at each of the ten selected areas of interest. The additional model detail of the refined model will represent existing drainage patterns that are local in each area of interest that were not reflected in the existing model from the vulnerability assessment. The additional model detail may include changes to the basins, nodes, and links of the existing conditions model that reflect local storm structures, storage areas, or other local drainage features. Refinement to this level of detail will be limited to the areas of interest.

B. Deliverable:

1) Exhibit of level pool floodplains for one design storm event at each area of interest

Task 4 - Pollutant Loading Analysis

A. Water Quality Data Review: Kimley-Horn will review available Florida Department of Environmental Protection (FDEP) documents, including Total Maximum Daily Loads or Basin Management Action Plans ("BMAPs") within the study area, as well as review available water quality data from FDEP and Environmental Protection Agency (EPA).

B. Pollutant Loading Analysis: Based on the findings of the water quality data review, the City will provide direction on pollutants of interest (anticipated to be 2-5). For each pollutant of interest, Kimley-Horn will perform a spreadsheet-based pollutant load analysis that will calculate assumed

loading within the project area for a given calendar year. It is anticipated that pollutant loading will be based on land use and include each modeled basin. The analysis will summarize pollutant loadings into identified areas of pollutant concern based on flow direction and loading from the stormwater model. Kimley-Horn will submit a Technical Memorandum that will summarize the pollutant load analysis methodology and results to the City for review and comment and will update the pollutant analysis one time based on City feedback.

C. Deliverable:

1) Pollutant Loading Analysis Technical Memorandum

Task 5 - Flood Protection Level of Service Determination

A. Level of Service Analysis: The City will provide a list of desired Level of Service ("LOS") criteria, which will consist of goals for existing structural and paved features to be above the floodplain elevations of certain design storms based on the results of Task 3. Kimley-Horn will review landmark elevations which will include estimated ground elevations around building footprints, assumed finish floor elevations, and pavement elevations. The City will provide the building footprint layer and road centerline layer if available, or open-source data will be utilized. Kimley-Horn will compare the landmark elevations to the relevant design storm floodplains as defined by the City's LOS criteria to identify areas where the LOS criteria is not being met. Kimley-Horn will then prepare maps showing all portions of the City that are not meeting LOS criteria.

B. Deliverable:

1) Level of Service Maps

Task 6 - Alternatives Analysis

A. Initial Project Selection: Based on the results from Tasks 4 and 5, Kimley-Horn will identify areas for potential projects. Once basins are identified, Kimley-Horn will review those areas for open land or other potential project locations for proposed projects. Kimley-Horn will meet with the City to review locations of potential projects and choose areas and/or types of projects to focus on for the alternatives analysis. Kimley-Horn will discuss flood reduction goals with the City and create preliminary layouts of the drainage improvements.

B. Project Refinement: Kimley-Horn will identify a list of up to ten (10) proposed project areas. For each project area, Kimley-Horn will conduct an alternatives analysis that will perform up to ten (10) model iterations that will reflect proposed stormwater improvement alternatives associated with the identified projects. The modeled iterations will be reviewed, and the most effective iteration will be chosen as the Refined Project. Kimley-Horn will create updated level pool floodplains from the Refined Projects and prepare an exhibit comparing the level pool floodplains for each design storm in existing conditions and for the Refined Projects. The LOS Analysis will be updated for each project, demonstrating the project's level of service. The Pollutant Loading Analysis will be updated for each project to demonstrate the effectiveness of pollutant reduction.

C. Preliminary Project Layout: Kimley-Horn will create a Preliminary Project Layout for each Refined Project. This layout will serve as exhibit that illustrates the scale and nature of the project. Each Preliminary Project Layout will include a schematic of the existing modeled infrastructure and preliminary schematics of proposed storage and infrastructure changes. A Preliminary Project Layout will be prepared for all model storm events with existing and proposed model results in the form of level pool floodplains shown for a chosen storm event. The Preliminary Project Layouts will show the level of service improvement for each project area for a chosen storm event.

D. Deliverable:

1) List of Selected Projects

2) Preliminary Project Layouts – one for each design storm event – 10 total

3) Updated Pollutant Loading Analysis that will include analysis on pollutant loading reduction associated with Refined Projects.

4) Updated LOS Analysis will include analysis of LOS improvement associated with Refined Projects.

Task 7 - Benefit-Cost Analysis

A. Preliminary Opinions of Probable Construction Cost: Kimley-Horn will prepare preliminary opinions of probable construction cost (OPCC) (Class II level) for the ten (10) Refined Projects. The preliminary OPCC will be developed using current industry information. The information will be used to compare the alternatives and general anticipated cost. Further refinement of the OPCC will be developed in the future.

B. Benefit-Cost Rank: Kimley-Horn will prepare an overall benefit-cost analysis. The benefits will be based on the overall drainage improvements (LOS improvement) and improved water quality based on the Best Management Practice (BMP) analysis. The cost will be based on the prepared cost estimate for each alternative. Kimley-Horn will compare the benefits to the cost and create a ranking for review with the City.

C. Decision Support Matrix: Kimley-Horn will prepare a decision support matrix that compares the benefits and anticipated costs of each alternative, as well as additional considerations provided by the City. Kimley-Horn will meet with the City to obtain any additional input and will add additional potential categories for use in a decision support matrix. The City will also provide input if each category should be weighted.

D. Deliverables:

1) Opinion of Probable Construction Cost – one (1) OPC for each of the ten (10) Refined Projects.

2) Benefit-Cost Ranking – one (1) electronic copy in PDF format

3) Decision Support Matrix – one (1) electronic copy in PDF format

Task 8 - Final Report and Recommendation

A. Grant Funding Opportunities Review: Kimley-Horn will review grants that may be available for projects developed under Task 6. This will be completed more generally based on project types, rather than project by project. A description of potential grant funding sources will be included in the Final Report.

B. Recommend Alternative Report: Kimley-Horn will create a report describing the analysis used to determine the final recommended alternatives. The report will include a brief discussion of model development, preliminary layouts, opinions of probable costs, and the decision support matrix. Kimley-Horn will submit a draft version of the report to the City for review. Kimley-Horn will address City comments and prepare a final report for submittal to the City.

C. Deliverables:

1) Draft Report (PDF)

2) Final Report, signed and sealed (PDF)

INFORMATION PROVIDED BY CLIENT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City shall provide all information requested by Kimley-Horn during the Project.

SCHEDULE

Kimley-Horn will prove the Scope of Services as expeditiously as practicable with the goal of meeting a mutually beneficial schedule.

METHOD OF COMPENSATION

Kimley-Horn will perform the services in Tasks 1 - 8 for the total lump sum labor fee below.

Task Description	*Lump Sum Fee*
Task 1- Project Meetings and Administration	$16,531.90
Task 2 - Area of Interest Identification and Data Collection	$24,517.62
Task 3 - Existing Conditions Model Refinement	$49,217.00
Task 4 - Pollutant Loading Analysis	$65,529.62
Task 5 - Flood Protection Level of Service Determination	$25,485.85
Task 6 - Alternatives Analysis	$123,073.66
Task 7 - Benefit-Cost Analysis	$94,803.66
Task 8 - Final Report and Recommendation	$63,010.80
Total	***$462,170.11***

In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

ACCEPTED:

THE CITY OF OCALA, FLORIDA

By: _____

Title: _____

Date: _____

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Richard V. Busche, PE – Principal

By: _____
Alan J. Garri, P.E. – Project Manager

Date: April 17, 2024

Kimley»Horn

TABLE A
COST ESTIMATE FOR SERVICES

PROJECT: 2024-7_STORMWATER MASTER PLAN
CLIENT: CITY OF OCALA
KHA PM: ALAN GARRI, P.E.
BASIS FOR ESTIMATE: COUNCIL-APPROVED HOURLY RATES, CONTRACT #ENG/210895

SHEET: 1 of 1
DATE: 4-17-2024

		DIRECT LABOR (MAN-HOURS)												
		Project Manager 2	Chief Engineer 1	Chief Engineer 2	Senior Engineer 1B	Senior Engineer 2	Project Engineer 2	Project Engineer 1	Engineering Intern	Chief Designer	Secretary/ Clerical	LABOR HOURS	SUB ($)	LABOR TOTAL
NO.	**DESCRIPTION**	**$224.86**	**$305.66**	**$290.23**	**$262.47**	**$260.05**	**$225.65**	**$175.50**	**$137.42**	**$170.09**	**$103.26**			
1	Project Meetings and Administration	12	2	2	4	8	16	16	18		6	84		$ 16,531.90
2	Area of Intrest Identification and Data Collection		4	4	8		16	28	80		5	145		$ 24,517.62
3	Existing Conditions Model Refinement		2	4	30	16	24	60	100	30	6	272		$ 49,217.00
4	Pollutant Loading Analysis		4	6	40	24	32	80	175		5	366		$ 65,529.62
5	Flood Protection Level of Service Determination		2	3	22	6	8	24	70		10	145		$ 25,485.85
6	Alternatives Analysis		12	16	40	40	80	125	380		16	709		$ 123,073.66
7	Benefit-Cost Analysis		6	8	80	20	30	100	280		16	540		$ 94,803.66
8	Final Report and Recommendations		2	4	80	8	16	70	150		16	346		$ 63,010.80
												SUB TOTAL:	**$ -**	**$ 462,170.11**
												GRAND TOTAL:	**$**	**462,170.11**

File #: 2025-1684 Agenda Item #: 10f.

Submitted By: Payal Pandya

Presentation By: Sean Lanier

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):
Approve Task Work Order No. 51 with Kimley-Horn & Associates, Inc. for the provision of professional engineering services related to the creation and implementation of a Stormwater Master Plan for the City of Ocala in the amount of $462,170

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place.

PROOF OF PUBLICATION:
N/A

BACKGROUND:

The City of Ocala (City) currently operates stormwater management facilities and programs within the incorporated City limits. To address flood protection for its residents, the City seeks to identify and address critical issues through the creation and implementation of a Stormwater Master Plan (SWMP). The SWMP will address these needs by identifying limits of flooding during the various design storm events based on the most up-to-date development information and topographic data.

The SWMP will be based on an existing conditions stormwater model and associated data developed as part of the Vulnerability Assessment (VA) which is currently in progress as a separate project performed under Kimley -Horn and Associates, Inc. (Kimley-Horn) Task Work Order (TWO) No.37 and partially funded by Florida Department of Environmental Protection (FDEP) grant agreement 24PLN40. The SWMP will use the model developed in the VA to analyze the flood impacts to a higher level of detail within the City. The SWMP will also make recommendations for implementation of projects to address and mitigate the flood risk to critical infrastructure identified in the VA.

In June 2024, Kimley- Horn applied on the City's behalf for grant 25PL17 to help fund the proposed cost of $462,170.11 for the development of the SWMP from the VA, as shown in TWO No.51 from Kimley-Horn and Associates.

Services are being provided in accordance with the City's Agreement for Continuing Professional Engineering Services (Contract No. ENG/210895) which was approved by City Council on September 20, 2022.

FINDINGS AND CONCLUSIONS:
As the VA is still in progress by Kimley-Horn, and the SWMP is developed from the VA, the Engineering Department requests approval of Task Work Order No. 51 to allow Kimley-Horn to provide the engineering services necessary for the creation and implementation of the SWMP for City at a lump sum cost of $462,170.11. Staff recommends approval.

FISCAL IMPACT:
This project has a total cost of $462,170.11, and funds are available in Fiscal Year 2025. $300,000 is funded by the FDEP grant 25PL17 in account 158-050-396-538-53-31010, and the remaining balance of $162,170.11 is funded by Stormwater Utility Funds in account 158-020-396-538-53-31010.

PROCUREMENT REVIEW:
These services were procured, and Task Work Order reviewed, in compliance with the City's Procurement Policy.

LEGAL REVIEW:
The Master Service Agreement governing this Task Work Order was reviewed and approved for form and legality by former City Attorney, Robert W. Batsel, Jr

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

Docusign Envelope ID: 8C8DCE3C-7142-4898-B3DE-FF1F167B8A42

CONTRACT# 210895

CITY OF OCALA
CONTINUING PROFESSIONAL SERVICES
CONTRACT WORK ORDER

WORK ORDER NUMBER # 51

EFFECTIVE DATE: 7/16/25

DS
DR
Contracting Officer
Approval/Initials

Project Title: Stormwater Master Plan

To: *Kimley Horn and Associates*
1700 SE 17th St, Suite 200
Ocala, FL 34471

Attn: *Amber L. Gartner, PE*

FUNDING SOURCE: Professional Services

EXPENDITURE ACCOUNT NUMBER:
158-020-430-538-53-31010- $162,170 - City Match
158-050-396-538-53-31010- $300,000- Grant Portion

In accordance with ENG/210895 and the executed City Council Agreement you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed **$ 462,170.11 .**

Requested By: _____ **Date:** 7/18/2025
Department Director

Approved By: _____ **Date:** _____
Council President

Created By: Nyla Nguyen **Date:** 7/16/2025

Docusign Envelope ID: 8C8DCE3C-7142-4898-B3DE-FF1F167B8A42

Kimley»Horn

INDIVIDUAL PROJECT ORDER NUMBER 2024-7

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn or Consultant) and The City of Ocala (the City or Client) in accordance with the terms of the Master Agreement for Continuing Professional Services, Contract ENG/210895 dated September 25, 2022, which is incorporated herein by reference.

Identification of Project:

Project: Stormwater Master Plan
Client: City of Ocala
Project Manager: Alan Garri, P.E.

General Category of Services:

The scope of services and fees described herein are based upon the following assumptions and project understanding.

1. The City currently operates stormwater management facilities and programs within the incorporated City limits. To address flood protection for its residents, the City seeks to identify and address critical issues through the creation and implementation of a Stormwater Master Plan (SWMP). This Project helps to address these needs by identifying limits of flooding during the various design storm events based on the most up-to-date development information and topographic data. The City also desires to include an analysis of existing water quality concerns in this SWMP.

2. The SWMP will be based on an existing conditions stormwater model and associated data developed as part of a Vulnerability Assessment to be completed for the City as a separate project.

3. It is understood that the model developed as part of the Vulnerability Assessment may be regional in nature and may not reflect a model scale that would capture proposed improvements. Additional model revisions within areas of interest should be performed to ensure that proposed improvements are modeled at an appropriate scale.

4. The SWMP will include an analysis of pollutant loading within the City based on available land use data, existing conveyance and assumed treatment based on the created existing conditions ICPR4 model.

5. The SWMP will evaluate conceptual improvements to the existing stormwater management system within the City based on modeled flooding reduction, modeled water quality improvement, and estimated cost.

6. The completed model and findings of this Project may be leveraged in future projects, such as infrastructure projects, FEMA map revisions, and grant applications. However, additional project-specific updates and information may be needed as the model being created is a planning level tool specifically for the SWMP.

SPECIFIC SCOPE OF BASIC SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 1 - Project Meetings and Administration

A. Kickoff Meeting: Kimley-Horn will attend a kickoff meeting with the City to introduce team members, discuss the scope and timeline of work, establish communication preferences, and discuss project administration and invoicing. During the Kickoff Meeting, the City will identify historic flooding locations.

B. Progress Meetings: Kimley-Horn will attend up to eight progress meetings throughout the duration of the project. Kimley-Horn will prepare a meeting agenda and meeting notes for each progress meeting and will provide these to the City.

Docusign Envelope ID: 8C8DCE3C-7142-4898-B3DE-FF1F167B8A42

C. Deliverables:

1) Meeting Agenda and Notes for Kickoff Meeting – one (1) electronic copy in PDF format

2) Meeting Agenda and Notes for each progress meeting – one (1) electronic copy in PDF format for each of the 8 meetings

Task 2 - Area of Interest Identification and Data Collection

A. Area of interest identification: Based on findings from the vulnerability assessment, Kimley-Horn and City will meet to identify fifteen (15) areas of interest that have the potential for future stormwater improvements or that are of special concern to the City. Kimley-Horn will prepare a map that serves as a list of selected areas of interest based on this meeting.

B. Field Visit: Within the selected areas of interest, Kimley-Horn will visit the field to verify local drainage patterns and drainage structures. Kimley-Horn will photograph and document the size and material of the accessible major conveyance stormwater structures visited. It is anticipated that areas and structures that have already been visited in past studies or are already to the desired level of detail will be visited as needed. This total subtask is limited to 5 days of fieldwork.

C. Survey and Coordination with Surveyor: Kimley-Horn will coordinate with the surveyor to identify survey needs and provide requested information to the surveyor. It is anticipated that survey needs will be identified for some areas ahead of others. The cost associated with Task 2C will only be for Kimley-Horn's coordination efforts. Cost for the survey work will be approved under a separate contract amendment.

D. Deliverables:

1) Kimley-Horn will compile information collected in Task 2 into a single deliverable folder with a list of data collected. The data contained in the deliverable will be limited to data relevant to model development.

2) Areas of Interest Map – One (1) electronic copy in PDF format

Task 3 - Existing Conditions Model Refinement

A. Existing Conditions Model – Area of Interest Refinement: Kimley-Horn will utilize the existing model created as a baseline for a refined existing conditions model that will provide additional model detail at each of the ten selected areas of interest. The additional model detail of the refined model will represent existing drainage patterns that are local in each area of interest that were not reflected in the existing model from the vulnerability assessment. The additional model detail may include changes to the basins, nodes, and links of the existing conditions model that reflect local storm structures, storage areas, or other local drainage features. Refinement to this level of detail will be limited to the areas of interest.

B. Deliverable:

1) Exhibit of level pool floodplains for one design storm event at each area of interest

Task 4 - Pollutant Loading Analysis

A. Water Quality Data Review: Kimley-Horn will review available Florida Department of Environmental Protection (FDEP) documents, including Total Maximum Daily Loads or Basin Management Action Plans ("BMAPs") within the study area, as well as review available water quality data from FDEP and Environmental Protection Agency (EPA).

B. Pollutant Loading Analysis: Based on the findings of the water quality data review, the City will provide direction on pollutants of interest (anticipated to be 2-5). For each pollutant of interest, Kimley-Horn will perform a spreadsheet-based pollutant load analysis that will calculate assumed

Docusign Envelope ID: 8C8DCE3C-7142-4898-B3DE-FF1F167B8A42

loading within the project area for a given calendar year. It is anticipated that pollutant loading will be based on land use and include each modeled basin. The analysis will summarize pollutant loadings into identified areas of pollutant concern based on flow direction and loading from the stormwater model. Kimley-Horn will submit a Technical Memorandum that will summarize the pollutant load analysis methodology and results to the City for review and comment and will update the pollutant analysis one time based on City feedback.

C. Deliverable:

1) Pollutant Loading Analysis Technical Memorandum

Task 5 - Flood Protection Level of Service Determination

A. Level of Service Analysis: The City will provide a list of desired Level of Service ("LOS") criteria, which will consist of goals for existing structural and paved features to be above the floodplain elevations of certain design storms based on the results of Task 3. Kimley-Horn will review landmark elevations which will include estimated ground elevations around building footprints, assumed finish floor elevations, and pavement elevations. The City will provide the building footprint layer and road centerline layer if available, or open-source data will be utilized. Kimley-Horn will compare the landmark elevations to the relevant design storm floodplains as defined by the City's LOS criteria to identify areas where the LOS criteria is not being met. Kimley-Horn will then prepare maps showing all portions of the City that are not meeting LOS criteria.

B. Deliverable:

1) Level of Service Maps

Task 6 - Alternatives Analysis

A. Initial Project Selection: Based on the results from Tasks 4 and 5, Kimley-Horn will identify areas for potential projects. Once basins are identified, Kimley-Horn will review those areas for open land or other potential project locations for proposed projects. Kimley-Horn will meet with the City to review locations of potential projects and choose areas and/or types of projects to focus on for the alternatives analysis. Kimley-Horn will discuss flood reduction goals with the City and create preliminary layouts of the drainage improvements.

B. Project Refinement: Kimley-Horn will identify a list of up to ten (10) proposed project areas. For each project area, Kimley-Horn will conduct an alternatives analysis that will perform up to ten (10) model iterations that will reflect proposed stormwater improvement alternatives associated with the identified projects. The modeled iterations will be reviewed, and the most effective iteration will be chosen as the Refined Project. Kimley-Horn will create updated level pool floodplains from the Refined Projects and prepare an exhibit comparing the level pool floodplains for each design storm in existing conditions and for the Refined Projects. The LOS Analysis will be updated for each project, demonstrating the project's level of service. The Pollutant Loading Analysis will be updated for each project to demonstrate the effectiveness of pollutant reduction.

C. Preliminary Project Layout: Kimley-Horn will create a Preliminary Project Layout for each Refined Project. This layout will serve as exhibit that illustrates the scale and nature of the project. Each Preliminary Project Layout will include a schematic of the existing modeled infrastructure and preliminary schematics of proposed storage and infrastructure changes. A Preliminary Project Layout will be prepared for all model storm events with existing and proposed model results in the form of level pool floodplains shown for a chosen storm event. The Preliminary Project Layouts will show the level of service improvement for each project area for a chosen storm event.

D. Deliverable:

1) List of Selected Projects

Docusign Envelope ID: 8C8DCE3C-7142-4898-B3DE-FF1F167B8A42

2) Preliminary Project Layouts – one for each design storm event – 10 total

3) Updated Pollutant Loading Analysis that will include analysis on pollutant loading reduction associated with Refined Projects.

4) Updated LOS Analysis will include analysis of LOS improvement associated with Refined Projects.

Task 7 - Benefit-Cost Analysis

A. Preliminary Opinions of Probable Construction Cost: Kimley-Horn will prepare preliminary opinions of probable construction cost (OPCC) (Class II level) for the ten (10) Refined Projects. The preliminary OPCC will be developed using current industry information. The information will be used to compare the alternatives and general anticipated cost. Further refinement of the OPCC will be developed in the future.

B. Benefit-Cost Rank: Kimley-Horn will prepare an overall benefit-cost analysis. The benefits will be based on the overall drainage improvements (LOS improvement) and improved water quality based on the Best Management Practice (BMP) analysis. The cost will be based on the prepared cost estimate for each alternative. Kimley-Horn will compare the benefits to the cost and create a ranking for review with the City.

C. Decision Support Matrix: Kimley-Horn will prepare a decision support matrix that compares the benefits and anticipated costs of each alternative, as well as additional considerations provided by the City. Kimley-Horn will meet with the City to obtain any additional input and will add additional potential categories for use in a decision support matrix. The City will also provide input if each category should be weighted.

D. Deliverables:

1) Opinion of Probable Construction Cost – one (1) OPC for each of the ten (10) Refined Projects.

2) Benefit-Cost Ranking – one (1) electronic copy in PDF format

3) Decision Support Matrix – one (1) electronic copy in PDF format

Task 8 - Final Report and Recommendation

A. Grant Funding Opportunities Review: Kimley-Horn will review grants that may be available for projects developed under Task 6. This will be completed more generally based on project types, rather than project by project. A description of potential grant funding sources will be included in the Final Report.

B. Recommend Alternative Report: Kimley-Horn will create a report describing the analysis used to determine the final recommended alternatives. The report will include a brief discussion of model development, preliminary layouts, opinions of probable costs, and the decision support matrix. Kimley-Horn will submit a draft version of the report to the City for review. Kimley-Horn will address City comments and prepare a final report for submittal to the City.

C. Deliverables:

1) Draft Report (PDF)

2) Final Report, signed and sealed (PDF)

Docusign Envelope ID: 8C8DCE3C-7142-4898-B3DE-FF1F167B8A42

INFORMATION PROVIDED BY CLIENT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City shall provide all information requested by Kimley-Horn during the Project.

SCHEDULE

Kimley-Horn will prove the Scope of Services as expeditiously as practicable with the goal of meeting a mutually beneficial schedule.

METHOD OF COMPENSATION

Kimley-Horn will perform the services in Tasks 1 - 8 for the total lump sum labor fee below.

Task Description	*Lump Sum Fee*
Task 1- Project Meetings and Administration	$16,531.90
Task 2 - Area of Interest Identification and Data Collection	$24,517.62
Task 3 - Existing Conditions Model Refinement	$49,217.00
Task 4 - Pollutant Loading Analysis	$65,529.62
Task 5 - Flood Protection Level of Service Determination	$25,485.85
Task 6 - Alternatives Analysis	$123,073.66
Task 7 - Benefit-Cost Analysis	$94,803.66
Task 8 - Final Report and Recommendation	$63,010.80
Total	***$462,170.11***

In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

ACCEPTED:

THE CITY OF OCALA, FLORIDA

By: _____

Title: _____

Date: _____

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Richard V. Busche, PE – Principal

By: _____
Alan J. Garri, P.E. – Project Manager

Date: April 17, 2024

Kimley»Horn

TABLE A
COST ESTIMATE FOR SERVICES

PROJECT: 2024-7_STORMWATER MASTER PLAN
CLIENT: CITY OF OCALA
KHA PM: ALAN GARRI, P.E.
BASIS FOR ESTIMATE: COUNCIL-APPROVED HOURLY RATES, CONTRACT #ENG/210895

SHEET: 1 of 1
DATE: 4-17-2024

		DIRECT LABOR (MAN-HOURS)												
		Project Manager 2	Chief Engineer 1	Chief Engineer 2	Senior Engineer 1B	Senior Engineer 2	Project Engineer 2	Project Engineer 1	Engineering Intern	Chief Designer	Secretary/ Clerical	LABOR HOURS	SUB ($)	LABOR TOTAL
NO.	**DESCRIPTION**	**$224.86**	**$305.66**	**$290.23**	**$262.47**	**$260.05**	**$225.65**	**$175.50**	**$137.42**	**$170.09**	**$103.26**			
1	Project Meetings and Administration	12	2	2	4	8	16	16	18		6	84		$ 16,531.90
2	Area of Intrest Identification and Data Collection		4	4	8		16	28	80		5	145		$ 24,517.62
3	Existing Conditions Model Refinement		2	4	30	16	24	60	100	30	6	272		$ 49,217.00
4	Pollutant Loading Analysis		4	6	40	24	32	80	175		5	366		$ 65,529.62
5	Flood Protection Level of Service Determination		2	3	22	6	8	24	70		10	145		$ 25,485.85
6	Alternatives Analysis		12	16	40	40	80	125	380		16	709		$ 123,073.66
7	Benefit-Cost Analysis		6	8	80	20	30	100	280		16	540		$ 94,803.66
8	Final Report and Recommendations		2	4	80	8	16	70	150		16	346		$ 63,010.80
												SUB TOTAL:	**$ -**	**$ 462,170.11**
												GRAND TOTAL:	**$**	**462,170.11**

Docusign Envelope ID: 8C8DCE3C-7142-4898-B3DE-FF1F167B8A42

Certificate Of Completion

Envelope Id: 8C8DCE3C-7142-4898-B3DE-FF1F167B8A42
Status: Completed
Subject: SIGNATURE: TWO #51 - Stormwater Master Plan - Kimley-Horn (ENG/210895)
Source Envelope:
Document Pages: 7
Signatures: 0
Certificate Pages: 4
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
7/22/2025 11:29:49 AM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
Daphne Robinson drobinson@ocalafl.org Contracting Officer Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/22/2025 11:30:34 AM Viewed: 7/22/2025 4:14:53 PM Signed: 7/22/2025 4:15:00 PM

Electronic Record and Signature Disclosure:
Accepted: 7/22/2025 4:14:53 PM
ID: 953c31c6-db80-4cdc-91c6-30558e8bfc5c

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	7/22/2025 11:30:34 AM
Certified Delivered	Security Checked	7/22/2025 4:14:53 PM
Signing Complete	Security Checked	7/22/2025 4:15:00 PM
Completed	Security Checked	7/22/2025 4:15:00 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): City of Ocala Adaptation Plan

Agreement Number: 25PLN17

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: City of Ocala

Entity Type: Local Government

Grantee Address: 110 SE Watula Avenue Ocala, Florida 34471

FEID: 59-6000392

(Grantee)

3. Agreement Begin Date: 7/1/2024

Date of Expiration: 6/30/2027

4. Project Number: *(If different from Agreement Number)*

Project Location(s): Marion County, Florida

Project Description: The project will complete an Adaptation Plan (AP) consistent with the Florida Adaptation Planning Guidebook. The Project will include public outreach and stakeholder engagement.

5. Total Amount of Funding: $300,000.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	FY 24-25 GAA Line Item #1854	$ 300,000.00
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ 300,000.00

6. Department's Grant Manager

Name: George Begley or successor

Address: Resilient Florida Program
3900 Commonwealth Boulevard, MS230
Tallahassee, Florida 32399

Phone: 850-245-8020

Email: George.Begley@FloridaDEP.gov

Grantee's Grant Manager

Name: Sean Lanier or successor

Address: City of Ocala
1805 NE 30th Ave, Bldg 600
Ocala, Florida 34470

Phone: 352-351-6772

Email: SLanier@OcalaFL.gov

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☑ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☑ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

☑ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Ocala — **GRANTEE**

Grantee Name

By _____

(*Authorized Signature*) — Date Signed

Kristen Dreyer, City Council President

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By _____

Secretary or Designee — Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

ORCP Additional Signatures

_____

DEP Grant Manager, George Begley

_____

DEP QC Reviewer, Stephanie Link

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 25PLN17

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is the City of Ocala Adaptation Plan. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 25PLN17

ATTACHMENT 3

PROJECT TITLE: City of Ocala Adaptation Plan

PROJECT LOCATION: The Project is located in the City of Ocala within Marion County, Florida.

PROJECT DESCRIPTION:
The City of Ocala (Grantee) will complete the City of Ocala Adaptation Plan Project (Project) to include an Adaptation Plan (AP) consistent with the Florida Adaptation Planning Guidebook. The Project may include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The Grantee will prepare the agenda, draft project schedule, presentation, and other meeting materials as necessary.

Deliverables: The Grantee will provide the following:

- **1.1:** Kick-off meeting agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

Task 2: Draft Adaptation Needs and Strategies

Description: The Grantee will develop adaptation needs and strategies for inclusion in the AP. The AP will include a table listing the adaptation needs and corresponding recommended strategies for each as well as a map illustrating the critical assets identified as adaptation needs. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook.

Deliverables: The Grantee will provide the following:

- **2.1:** A draft AP.

Task 3: Community Prioritization of Adaptation Needs

Description: The Grantee will conduct a public meeting to develop a prioritization of adaptation needs for the community. The Grantee will present the draft AP that includes the following: assessment of adaptive capacities, adaptation needs, and identification of adaptation strategies. The purpose of the meeting is to allow the public to provide community-specific input on the identified adaptation needs and strategies as identified in the draft AP as well as an opportunity to prioritize adaptation needs. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **3.1:** The agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

Task 4: Final Adaptation Plan

Description: The Grantee will complete an AP that is consistent with the Florida Adaptation Planning Guidebook. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), Florida Statutes, for consideration and implementation.

Deliverables: The Grantee will provide the following:

- **4.1:** A final AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Conduct Steering Committee Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	$10,731	$0	$10,731	7/1/2024	6/30/2026
2	Draft Adaptation Needs and Strategies	$186,830	$0	$186,830	7/1/2024	9/30/2026
3	Community Prioritization of Adaptation Needs	$61,539	$0	$61,539	7/1/2024	12/31/2026
4	Final Adaptation Plan	$40,900	$0	$40,900	7/1/2024	3/31/2027
	Total:	**$300,000**	**$0**	**$300,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 24.25	37.098	Resilient Florida Programs	$300,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$300,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.

3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 25PLN17

CITY OF OCALA ADAPTATION PLAN

City of Ocala

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 25PLN17

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 25PLN17

Project Title: City of Ocala Adaptation Plan

Grantee: City of Ocala

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

The City of Ocala is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Kristen Dreyer, City Council President

Title: City Engineer/Director of Engineering & Water Resources

Signature: Sean Lanier Digitally signed by Sean Lanier Date: 2025.01.21 14:10:21 -05'00'

Date: 1/21/2025

File #: 2025-1686 Agenda Item #: 10g.

Submitted By: Rusella Bowes-Johnson

Presentation By: Sean Lanier

Department: Water & Sewer

STAFF RECOMMENDATION (Motion Ready):
Approve one-year renewal of the contract with Odyssey Manufacturing Company for liquid sodium hypochlorite supply and delivery services at Water Treatment Plant No. 1, Water Reclamation Facility No. 2, and Water Reclamation Facility No. 3 with an estimated aggregate expenditure of $625,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence.

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Liquid sodium hypochlorite is a disinfectant used at Water Treatment Plant No. 1 (WTP No. 1) to produce safe potable water. At Water Reclamation Facility No. 2 (WRF No. 2) and Water Reclamation Facility No. 3 (WRF No. 3), liquid sodium hypochlorite is used to produce safe reuse water.

On September 23, 2023, City Council awarded a three year contract to Odyssey Manufacturing Company (Contract No. WRS/230584) for the supply of sodium hypochlorite to the City for these purposes. The initial term expires September 30, 2025 and includes the option for two one-year renewals.

FINDINGS AND CONCLUSIONS:
The Water Resources Department is requesting approval of the first one-year renewal under WRS/230584. A 2.3% Customer Price Index (CPI) rate adjustment was added to the price per gallon in accordance with the terms of the original agreement. The price has increased from $1.75 per liquid gallon to $1.79 per liquid gallon.

Staff recommends approval of the one-year renewal of WRS/230584 for a term beginning on October 1, 2025, and terminating on September 30, 2026. Thereafter, one additional one-year renewal option will remain.

FISCAL IMPACT:

Funding for this contract is budgeted in Fiscal Year 2025-26 in the following account strings:

- WTP No. 1: 455-030-301-533-53-52010 $185,000
- WRF No. 2: 455-030-305-535-53-52010 $300,000
- WRF No. 3: 455-030-308-535-53-52010 $200,000

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

LEGAL REVIEW:
This First Amendment has been reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Docusign Envelope ID: 8533C913-9534-4BAA-B580-B45CCA5983CA

FIRST AMENDMENT TO AGREEMENT FOR COMMERCIAL GRADE LIQUID SODIUM HYPOCHLORITE SUPPLY AND DELIVERY

THIS FIRST AMENDMENT TO AGREEMENT FOR COMMERCIAL GRADE LIQUID SODIUM HYPOCHLORITE SUPPLY AND DELIVERY ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **ODYSSEY MANUFACTURING COMPANY**, a foreign for-profit corporation duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN: 65-0846345) ("Vendor").

WHEREAS, on September 20, 2023, City and Vendor entered into an Agreement for the provision of commercial grade liquid sodium hypochlorite (the "Original Agreement"), City of Ocala Contract Number: WRS/230584, for a term of two (2) years starting October 1, 2023, through September 30, 2025; and

WHEREAS, City and Vendor now desire to renew the Original Agreement for the first of two one-year renewal terms available under the Original Agreement and to increase the Pricing Schedule by 2.3% for the Renewal Term.

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

1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

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

3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional (1) one-year term beginning on **OCTOBER 1, 2025**, and terminating **SEPTEMBER 30, 2026**. Thereafter, this Agreement may be renewed for **ONE (1)** optional **ONE (1) YEAR** period by written consent between City and Vendor.

4. **COMPENSATION.** City shall pay Vendor a price not to exceed the maximum limiting amount of **SIX HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($625,000)** (the "Contract Sum") for the satisfactory performance of services over the Renewal Term. Compensation paid to Vendor shall be paid in accordance with the pricing schedule set forth below:

Description	UOM	Price
Commercial Grade Liquid Sodium Hypochlorite	Gallon	$1.79

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

Docusign Envelope ID: 8533C913-9534-4BAA-B580-B45CCA5983CA

If to Vendor:	Odyssey Manufacturing Company Attention: Patrick Allman 1484 Massaro Boulevard Tampa, Florida 33619 Phone: 813-635-0339 E-mail: pallman@odysseymanufacturing.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

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

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

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

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

Docusign Envelope ID: 8533C913-9534-4BAA-B580-B45CCA5983CA

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Kristen Dreyer
City Council President

Approved as to form and legality:

Signed by:
William E. Sexton
4A55A88A8ED04F3...
William E. Sexton, Esq.
City Attorney

ODYSSEY MANUFACTURING COMPANY

DocuSigned by:
Patrick Allman
BE2DC31B517F4B3...

By: Patrick Allman
(Printed Name)

Title: General Manager
(Title)

Certificate Of Completion

Envelope Id: 8533C913-9534-4BAA-B580-B45CCA5983CA
Status: Completed
Subject: First Amendment to Agreement for Commercial Grade Liquid Sodium Supply & Delivery (WRS/230584)
Source Envelope:
Document Pages: 3
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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

Record Tracking

Status: Original
6/30/2025 8:22:01 AM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
Patrick Allman pallman@odysseymanufacturing.com General Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Patrick Allman BE2DC31B517F4B3... Signature Adoption: Pre-selected Style Using IP Address: 47.206.199.28	Sent: 6/30/2025 8:25:04 AM Viewed: 7/3/2025 8:47:42 AM Signed: 7/6/2025 11:48:22 AM
Electronic Record and Signature Disclosure: Accepted: 7/3/2025 8:47:42 AM ID: 039448aa-9de6-404f-b9d9-be5468b60025		
William E. Sexton wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/6/2025 11:48:23 AM Viewed: 7/7/2025 10:34:42 AM Signed: 7/7/2025 10:36:58 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		

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	6/30/2025 8:25:04 AM
Certified Delivered	Security Checked	7/7/2025 10:34:42 AM
Signing Complete	Security Checked	7/7/2025 10:36:58 AM
Completed	Security Checked	7/7/2025 10:36:58 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

ODYSSEY
MANUFACTURING CO.

May 22, 2025

Mr. William J. Davis
Lead Operator, WRF #3 and Chemical Manager
City of Ocala Water Resources
3100 SW 67th Avenue Rd
Ocala FL 34474

Re: **CITY OF OCALA SODIUM HYPOCHLORITE CONTACT (CONTRACT NO. WRS/230584)**

Encl: (1) CPI Index (All Urban Not Seasonally Adjusted)

Dear Bill,

As you know, the subject contract expires on September 30, 2025. The initial contract term was for two years. The contract has two one-year renewals remaining. The purpose of this letter is to indicate Odyssey Manufacturing Co.'s desire to renew the subject contract with a price increase from $1.75 to $1.79 which represents an increase of 2.3%.

As you know, the cost of business continues to go up each year between labor, utilities, raw materials and energy. Over the past two years of service, our cost increases have pretty much mirrored inflation, which has been running around 2.0% - 3.5% annually. The only exception to this is our property and liability insurance. which went up over $2.5 million over the two years, which equates to an increase of about $.04 per gallon all by itself based on our annual sales volume.

The contract allows for price increases at the renewal period which "shall not exceed the lesser of: (i) the amount of percentage increase reflected by the Consumer Price Index for all Urban Consumers (CPI-U) not seasonally adjusted based on the most recent TWELVE (12) MONTH period; or (ii) THREE PERCENT (3%) ANNUALLY unless there are mitigating market conditions." Enclosure (1) demonstrates that the CPI-U referenced above went up 2.3% over the past twelve months. As such, Odyssey's requested increase mirrors the lesser of 2.3% and 3.0%.

Thanks for your consideration. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,

Patrick H. Allman
General Manager

C: Robyn Preston, City of Ocala

MANUFACTURERS OF ULTRACHLOR THE CLEAR SOLUTION (800) ODYSSEY www.odysseymanufacturing.com
1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2

U.S. BUREAU OF LABOR STATISTICS

Databases, Tables & Calculators by Subject

Special Notices 4/25/2024

Change Output Options: From: 2015 To: 2025 GO

include graphs include annual averages More Formatting Options

Data extracted on: May 22, 2025 (4:55:56 PM)

Consumer Price Index for All Urban Consumers (CPI-U)

Series Id: CUUR0000SA0
Not Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Download: xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	236.265	237.769
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432	238.778	241.237
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524	244.076	246.163
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233	250.089	252.125
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974	254.412	256.903
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474	257.557	260.065
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.310	276.589	277.948	278.802	266.236	275.703
2022	281.148	283.716	287.504	289.109	292.296	296.311	296.276	296.171	296.808	298.012	297.711	296.797	288.347	296.963
2023	299.170	300.840	301.836	303.363	304.127	305.109	305.691	307.026	307.789	307.671	307.051	306.746	302.408	306.996
2024	308.417	310.326	312.332	313.548	314.069	314.175	314.540	314.796	315.301	315.664	315.493	315.605	312.145	315.233
2025	317.671	319.082	319.799	320.795										

U.S. BUREAU OF LABOR STATISTICS Office of Publications and Special Studies Suitland Federal Center Floor 7 4600 Silver Hill Road Washington, DC 20212-0002
Telephone: 202-691-5200_ Telecommunications Relay Service: 7-1-1_ www.bls.gov Contact Us

$$\frac{320.795 - 313.548}{313.548} = 2.3\%$$

DocuSign Envelope ID: 7C5B4550-B63F-43EB-B906-CF584A0C4A61

AGREEMENT FOR COMMERCIAL GRADE LIQUID SODIUM HYPOCHLORITE SUPPLY AND DELIVERY

THIS AGREEMENT FOR LIQUID SODIUM HYPOCHLORITE SUPPLY AND DELIVERY ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **ODYSSEY MANUFACTURING COMPANY**, a foreign profit corporation duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN: 65-0846345) ("Vendor").

WHEREAS, on June 20, 2023, the City of Ocala issued an Invitation to Bid ("ITB") for the provision of commercial grade liquid sodium hypochlorite, ITB No.: WRS/230584 (the "Solicitation"); and

WHEREAS, three (3) firm responded to the Solicitation and, after the consideration of price and other evaluation factors set forth in the Solicitation, Odyssey Manufacturing Company was chosen as the intended awardee to supply and deliver liquid carbon dioxide ("Services").

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

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Vendor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; and (c) the City's Solicitation for the Services and the bid submitted by Vendor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

      Exhibit A: Scope of Work (A-1 through A-3)

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. In the event of a conflict between this Agreement and the Solicitation Documents as to the Scope of Services to be performed by Vendor, this Agreement and all of its Exhibits shall be given precedence to resolve any identified inconsistency. The Scope of Work may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Vendor a price not to exceed the maximum limiting amount of **ONE MILLION, ONE HUNDRED NINETY THOUSAND AND NO/100 DOLLARS ($1,190,000)** (the "Contract Sum") over the entire contract term. The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and State law.
   A. **Pricing**. Vendor shall be compensated in accordance with the pricing schedule set forth below.

Description	UOM	Price
Commercial Grade Liquid Sodium Hypochlorite	Gallon	$1.75

   B. **Renewal Pricing Increases**. Pricing shall remain firm and fixed during the Initial Term of this Agreement. Any renewal price adjustment shall be subject to negotiation and must be approved by the City of Ocala. Vendor shall submit a written request for price adjustment identifying the

DocuSign Envelope ID: 7C5B4550-B63F-43EB-B906-CF584A0C4A61

reason for the price increase, and attach suitable documentation in support of same, no less than **NINETY (90) DAYS** prior to the expiration of the then existing Contract Term.
No retroactive price adjustments will be allowed. Pricing increases shall not exceed the lesser of: (i) the amount of the percentage increase reflected in the Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted, based upon the most recent **TWELVE (12) MONTH** period; or (ii) **THREE PERCENT (3%) ANNUALLY** unless there are mitigating market conditions.

C. **Invoice Submission**. Monthly invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Water Resources Department** Attn: **Robyn Preston, 1805 NE 30th Avenue, Bldg. 600, Ocala, Florida 34470**, E-mail: **rbpreston@ocalafl.org**.

D. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed.

E. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

F. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **OCTOBER 1, 2023** and continue for a term of **TWO (2)** years, through and including **SEPTEMBER 30, 2025**. This Agreement may be renewed for up to **TWO (2)** additional, **ONE-YEAR** (1-year) periods by written consent between City and Vendor.

6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. All services, work, and products provided by Vendor under this Agreement shall be provided under the direction and to the satisfaction and approval of the City Project Manager (the "Project Manager").
   A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials, the rate of progress of the work, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Bid. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the Services.
   B. Neither the Project Manager's review of Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or safety precautions or programs incident to Vendor's provision of Services under this Agreement.
8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
      (1) Vendor's performance or workmanship falls below acceptable City or trade standards;
      (2) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
      (3) Vendor provides material that does not meet the specifications of the Agreement;
      (4) Vendor fails to complete the work required within the time stipulated in the Agreement; or
      (5) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.
   B. **Vendor's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this

DocuSign Envelope ID: 7C5B4550-B63F-43EB-B906-CF584A0C4A61

Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Vendor Default**. In the event Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
   (1) City shall be entitled to terminate this Agreement without further notice;
   (2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
   (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and
   (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; and (ii) any other remedy as provided by law.

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

9. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.

10. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of one (1) year and bid debarment for a period of up to three (3) years for serious contract failures.

11. **VENDOR REPRESENTATIONS.** Vendor expressly represents that:
   A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.
   B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
   C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
   D. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public

entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12. **VENDOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:
    A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Vendor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions or programs incident thereto.
    C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
    D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
    E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.

13. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
14. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
15. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:
    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
    C. Policy must include coverage for contractual liability and independent contractors.
    D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person

or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Vendor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

16. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver**.
17. **POLLUTION LIABILITY INSURANCE.** If not otherwise included in Vendor's Commercial General Liability Insurance coverage, Vendor shall procure and maintain, for a period of **THREE (3)** years after final completion of the Work under this Agreement, pollution liability insurance coverage for claims arising from the discharge, dispersal, release, or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water, including groundwater, in an amount not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit. This shall include coverage for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up; and/or (c) costs incurred for the investigation, defense, or settlement of claims.
18. **MISCELLANEOUS INSURANCE PROVISIONS.**
    A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.
    B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
    C. Certificates of Insurance. No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Vendor shall provide evidence of insurance in**

the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org. Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.

E. Notice of Cancellation of Insurance. Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.

F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. Severability of Interests. Severability of Interests. Vendor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

19. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
    A. All employees on the work and other persons that may be affected thereby;
    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

20. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative

DocuSign Envelope ID: 7C5B4550-B63F-43EB-B906-CF584A0C4A61

action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

21. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any vendor, subcontractor, or of any of their agents or employees.
22. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.
23. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
24. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
25. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The Project Manager's certification as to the amount of such liability shall be final and conclusive.
26. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:
    A. Keep and maintain public records required by the public agency to perform the service.
    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

27. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
28. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
29. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
30. **CONFLICT OF INTEREST.** Vendor must have disclosed with the submission of their bid, the name of any officer, director, or agent who may be employed by City. Vendor must disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
31. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any

DocuSign Envelope ID: 7C5B4550-B63F-43EB-B906-CF584A0C4A61

circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

32. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

33. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.

34. **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.

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

If to Vendor:	Odyssey Manufacturing Company Attention: Patrick Allman 1484 Massaro Boulevard Tampa, Florida 33619 Phone: 813-635-0339 E-mail: pallman@odysseymanufacturing.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.org
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.org

DocuSign Envelope ID: 7C5B4550-B63F-43EB-B906-CF584A0C4A61

36. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
37. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
38. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
39. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
40. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
41. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
42. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

DocuSign Envelope ID: 7C5B4550-B63F-43EB-B906-CF584A0C4A61

43. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

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

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

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

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

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

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

DocuSign Envelope ID: 7C5B4550-B63F-43EB-B906-CF584A0C4A61

IN WITNESS WHEREOF, the parties have executed this Agreement on 9/20/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
A8DB3574D28B54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
James P. Hilty, Sr.
6FD45C32DB6E4DE...
James P. Hilty, Sr.
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B7D3F0458BE42C...
William E. Sexton, Esq.
City Attorney

ODYSSEY MANUFACTURING COMPANY

DocuSigned by:
BE2DC31B517F4B3...

By: Patrick Henry Allman
(Printed Name)

Title: General Manager
(Title of Authorized Signatory)

DocuSign Envelope ID: 7C5B4550-B63F-43EB-B906-CF584A0C4A61

BACKGROUND

1. Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, surveys, bonds, mobilization, inspections, certifications, and all other things necessary to supply commercial grade liquid sodium hypochlorite to the City's three treatment plant facilities.
2. A total estimated demand of 340,000 gallons per year is used by the City, spread over its 3 facilities. Water Treatment Plant #1 (WTP #1), Water Reclamation Facility #2 (WRF #2) and Water Reclamation Facility #3 (WRF #3):
   - WTP #1 estimates usage of 90,000 gallons per year.
   - WRF #2 estimates usage of 150,000 gallons per year.
   - WRF #3 estimates usage of 100,000 gallons per year.

DELIVERY REQUIREMENTS

1. Vendor shall deliver product to each of the treatment facilities within two (2) days of an order being placed.
2. Deliveries shall be made Monday through Friday, between 7:30 am and 2:30 pm.
3. All deliveries shall be made using a properly cleaned carrier tanker truck.
4. Packaging and shipment of liquid sodium hypochlorite shall conform to all current regulations of the State of Florida, United States Department of Transportation and all other applicable regulatory agencies.
5. The vendor shall be responsible for pumping liquid sodium hypochlorite into the storage tanks at each facility and shall provide all hoses, fittings, pumps, and other equipment necessary to safely deliver the product.
6. Vendor shall be responsible for and clean up any spills resulting from their activities while unloading the product.
7. Delivery addresses are:
   - WTP #1, 1808 NE 36th Avenue, Ocala FL 34470, phone: 352-351-6682.
   - WRF #2, 4200 SE 24th Street, Ocala FL 34471, phone: 352-401-6928.
   - WRF #3. 3100 SW 67th Avenue Rd, Ocala FL 34474, phone: 352-629-8471

PRODUCT SPECIFICATIONS

1. Liquid sodium hypochlorite supplied under this contract shall be tested and certified as meeting the Specification, the AWWA Standard B300-10 and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.
2. Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent (a.k.a. 12.0 Trade Percent Available Chlorine) and shall be consistent as determined by chemical analysis.

DocuSign Envelope ID: 7C5B4550-B63F-43EB-B906-CF584A0C4A61

3. Product shall be a clear, straw-colored liquid with no visible cloudiness, impurities or sediment. It shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with the liquid sodium hypochlorite.
4. Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 0.20 percent by weight sodium hydroxide and a maximum of 0.40 weight percent sodium hydroxide.
5. All sampling and testing shall be in accordance with EPA and AWWA B300-10 standards.
6. The vendor's delivery trailer shall have a sample port to provide a sample for analysis. City of Ocala personnel, at their sole discretion, may require a sample to be provided by the driver before any shipment is unloaded.
7. Vendor shall supply a Certificate of Conformity with each shipment showing (1) Date and time of manufacture, (2) Percent by weight sodium hypochlorite, (3) Percent by weight excess sodium hydroxide, (4) Specific gravity, and (5) Suspended solids test time.
8. The vendor shall provide a Safety Data Sheet (SDS) for liquid sodium hypochlorite.

VENDOR EMPLOYEES AND EQUIPMENT

1. Vendor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. Vendor shall provide an assigned Project Manager, who will be the primary point of contact. Vendor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Vendor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Vendor must each be promptly notified by the other of any complaints received.
4. Vendor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Vendor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Vendor must possess/obtain all required equipment to perform the work.
8. All company trucks must display a visible company name/logo on the outside of the vehicle.

VENDOR RESPONSIBILITIES

1. Vendor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. Vendor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.

DocuSign Envelope ID: 7C5B4550-B63F-43EB-B906-CF584A0C4A61

3. Vendor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Vendor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
4. If the Vendor is advised to leave a property by the property owner or their representative, the Vendor shall leave at once without altercation. Vendor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
5. Vendor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** Vendor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not limited to:
   A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
   B. Work site will be completely cleaned after each day of work.
   C. Vendor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean entire work area as applicable.
   A. All furnishings and equipment shall be placed back in the original locations.
   B. All work areas must be returned to original condition.
   C. The Vendor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises.*

SAFETY

1. Vendor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Vendor's lost, damaged, destroyed, or stolen equipment, materials, property, or clothing.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Vendor’s responsibility.

DocuSign

Certificate Of Completion

Envelope Id: B889DDAD2865414C87786A9168E7E162
Status: Completed
Subject: FOR SIGNATURE - Amendment 1 - Renewal - Liquid Sodium Hypochlorite (WRS/230584)
Source Envelope:
Document Pages: 16
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
8/8/2023 10:46:50 AM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
William E. Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William E. Sexton B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/8/2023 10:58:09 AM Viewed: 8/8/2023 4:14:47 PM Signed: 8/11/2023 8:10:42 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Patrick Henry Allman pallman@odysseymanufacturing.com General Manager Security Level: Email, Account Authentication (None)	DocuSigned by: BE2DC31B517F4B3... Signature Adoption: Drawn on Device Using IP Address: 47.206.199.28	Sent: 8/11/2023 8:10:43 AM Viewed: 8/14/2023 8:46:37 AM Signed: 8/14/2023 4:59:08 PM
Electronic Record and Signature Disclosure: Accepted: 8/14/2023 8:46:37 AM ID: f929a921-16a3-47d3-b789-83da657e055e		

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	8/8/2023 10:58:09 AM
Certified Delivered	Security Checked	8/14/2023 8:46:37 AM
Signing Complete	Security Checked	8/14/2023 4:59:08 PM
Completed	Security Checked	8/14/2023 4:59:08 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

DocuSign Envelope ID: 7C5B4550-B63F-43EB-B906-CF584A0C4A61

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:

DocuSign Envelope ID: 7C5B4550-B63F-43EB-B906-CF584A0C4A61

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

DocuSign

Certificate Of Completion

Envelope Id: 7C5B4550B63F43EBB906CF584A0C4A61
Status: Completed
Subject: FOR SIGNATURE - Agreement for Sodium Hypochlorite Supply and Delivery (WRS/230584)
Source Envelope:
Document Pages: 21
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
9/20/2023 1:33:13 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
James P. Hilty, Sr. jhilty@ocalafl.org President Security Level: Email, Account Authentication (None)	DocuSigned by: James P. Hilty, Sr. 6FD4FC329B6F4DF... Signature Adoption: Pre-selected Style Using IP Address: 174.212.35.47 Signed using mobile	Sent: 9/20/2023 1:34:59 PM Viewed: 9/20/2023 3:47:55 PM Signed: 9/20/2023 3:48:52 PM
Electronic Record and Signature Disclosure: Accepted: 2/22/2023 9:50:44 PM ID: 14e56788-1409-4fcd-8b7c-ddcc68b32a87		
Angel B. Jacobs ajacobs@ocalafl.org Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 9/20/2023 3:48:54 PM Viewed: 9/21/2023 9:03:10 AM Signed: 9/21/2023 9:03:39 AM
Electronic Record and Signature Disclosure: Accepted: 9/21/2023 9:03:10 AM ID: 7f3a4036-95e0-4e05-9a0a-2af0000c9d11		

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	9/20/2023 1:34:59 PM
Certified Delivered	Security Checked	9/21/2023 9:03:10 AM
Signing Complete	Security Checked	9/21/2023 9:03:39 AM
Completed	Security Checked	9/21/2023 9:03:39 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Item Details

File Number: 2023-1776

ID #:	2023-1776	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	8	**In Control:**	City Council
				File Created:	09/06/2023
Presented By: :				**Final Action:**	09/19/2023

rmal Title: Approve two-year contract for liquid sodium hypochlorite with Odyssey Manufacturing Company with an estimated aggregate expenditure of $1,190,000

Internal Notes:

Target Meeting: 09/19/2023

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - Liquid Sodium Hypochlorite Supply and Delivery - Odyssey Manufacturing Company (WRS 230584), BID TABULATION

Enactment Number:

:ommendation:

Hearing Date:

Entered by: mfriehauf@ocalafl.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/19/2023	Approved				Pass

Action Text:

Notes: There being no discussion the motion carried by roll call vote.

Aye: 5 Council President Mansfield, Council Member Bethea Sr, Pro Tem Dreyer, Council Member Musleh, and Council Member Hilty Sr

Text of Legislative File 2023-1776

Submitted By: Rusella Bowes-Johnson

Presentation By: Sean Lanier

..end
Department: Water & Sewer

STAFF RECOMMENDATION (Motion Ready):

Approve two-year contract for liquid sodium hypochlorite with Odyssey Manufacturing Company with an estimated aggregate expenditure of $1,190,000

..end

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
Bid Released to Public: 6/20/23

BACKGROUND:
Liquid sodium hypochlorite (bleach) is used to disinfect drinking water, wastewater, and reclaimed water. This product is necessary to meet Florida Department of Environmental Protection and St. John's River Water Management District permit requirements and is used by Water Treatment Plant #1, Water Reclamation Facility #2, and Water Reclamation Facility #3.

On July 7, 2023, the City's Invitation to Bid ("ITB") No.: WRS/230584 closed with three vendors submitting proposals: (1) Odyssey Manufacturing Company; (2) Allied Universal Corporation; and (3) Brenntag Mid-South, Inc. Odyssey Manufacturing Company was found to be the lowest responsive and responsible bidder at $1.75 per gallon.

FINDINGS AND CONCLUSIONS:
The Water Resources Department estimates a total annual usage of approximately 340,000 gallons: 90,000 gallons at WTP #1; 150,000 gallons at WRF #2; and 100,000 gallons at WRF #3.

Staff recommends approval of a two-year contract with Odyssey Manufacturing Company for the term starting October 1, 2023 and ending September 30, 2025. This contract has two optional one-year renewals.

FISCAL IMPACT:
Funding for this contract is budgeted in Fiscal Year 2023-24 in the following account strings:
- WTP #1: 455-030-301-533-53-52010 $157,500
- WRF #2: 455-030-305-535-53-52010 $262,500
- WRF #3: 455-030-308-535-53-52010 $175,000

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

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

ALTERNATIVE:
- Deny
- Table
- Direct Otherwise

SUPPORT MATERIALS:
WRS/230584 Agreement (PDF)
WRS/230584 Bid Tabulation (PDF)

File #: 2025-1459 Agenda Item #: 10h.

Submitted By: Steven Short

Presentation By: Doug Peebles

Department: Electric Utility

STAFF RECOMMENDATION (Motion Ready):
Approve the purchase of Hendrix cable system from Marmon Utility, LLC, with an estimated expenditure of $168,534

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Proximity of vegetation to infrastructure is the leading cause of electric service interruptions. In certain areas of the City's electric system, it is challenging to mitigate vegetation intrusion using standard vegetation management practices. Ocala Electric Utility (OEU) identified Hendrix cable systems as the most viable alternative solution. Hendrix cable is an insulated overhead cable distribution system designed for enhanced reliability and durability. The insulated cable is designed to reduce outages or nuisance interruptions caused by minor tree contact. A pilot project launched in 2020 yielded significant improvements in system reliability.

On August 3, 2022, the City advertised Sole Source Posting (SSP) No. SSP-190 for the Hendrix Aerial Cable System (ACS) Spacer Cable System Materials. This posting was advertised for 15 business days, as mandated by section 120.57(3) of the Florida Statutes. The SSP closed on August 30, 2022, with no protests filed by any other vendors. Marmon Utility, LLC is the sole distributor of Hendrix Aerial Cable Systems.

FINDINGS AND CONCLUSIONS:
OEU identified additional locations where this product will enhance system reliability. Marmon Utility, LLC, will provide the design, materials, and inspection services. OEU staff recommends approval.

FISCAL IMPACT:
Funding for this project is available in the Fiscal Year 2024-25 budget account #332-032-168-531-64-63021.

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

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Marmon Utility LLC

Hendrix kerite

QUOTE NO.
00104930

REV.	REV DATE
1	06/05/2025

SALES REPRESENTATIVE	CUSTOMER REQUEST NO.	REQUEST DATE	EXPIRATION DATE
Electric Sales Associates, 954-385-8885	ACS-5129	04/03/2025	07/31/2025

PRICE TERMS	F.O.B.	FREIGHT PAYMENT	PAYMENT TERMS
Firm Price	FOB Factory	Prepay & Allow	Net 30 Days

CUSTOMER **(000397-a01)**

City of Ocala Florida
Utility Services Warehouse
2100 E NE 30th Ave
Ocala, FL 34470

SHIP TO **(000397-a01)**

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION ($)
001	12,863.000 Ft	ACS-5129 Circuit(s): 1 15kV 2 15kV Utility Ref Nbr: TBD Project Nbr: 18469	Incl.	
002	141 Ea	3SB-01 CUSTOMER P.O. LINE NBR: 2 Hendrix 3 Sheave Pulling Block - Light weight, Jacket Friendly Pole and Mid Span.. MPS# 1098 Rev 4 REQUESTED DELIVERIES DELIVER BY / NOT BEFORE / QUANTITY 04/03/2025 04/03/2025 141	342.6857 Ea	48,318.68
003	1 Ea	AE-Project-Included CUSTOMER P.O. LINE NBR: 3 Hendrix Cable System Included Project Services: 1. Site Review: Pre Design Walk Down, Site Review, Data and Image Captures. 2. Design Engineering: Sag & Tension. Sag and Tension Chart. Pole Loading Calculations Representative Poles. Pole Standard Construction Drawings, Each Pole Type. Circuit BOM & Pole Report. Customer Supplied Part List. 3. Supply Planning: Project Material Planning, Cutting, Kitting, Labeling & Audit of Hendrix Material. 4. Installation Support: Installation Planning Check List. Onsite Installation Assistance. 5. Final Inspection: Project Installation Inspection, Inspection Report, As Built and Exception Images. Customer may choose any or all of the above included services at no charge. Customer may elect to substitute review of their own design or 3rd Party Engineering design for #2. Travel Expense at no charge for up to 3 trips.	Incl.	

FILE COPY

Marmon Utility LLC

Hendrix Kerite

QUOTE NO.
00104930

REV.	REV DATE
1	06/05/2025

SALES REPRESENTATIVE	CUSTOMER REQUEST NO.	REQUEST DATE	EXPIRATION DATE
Electric Sales Associates, 954-385-8885	**ACS-5129**	**04/03/2025**	**07/31/2025**

PRICE TERMS	F.O.B.	FREIGHT PAYMENT	PAYMENT TERMS
Firm Price	**FOB Factory**	**Prepay & Allow**	**Net 30 Days**

CUSTOMER **(000397-a01)**

City of Ocala Florida
Utility Services Warehouse
2100 E NE 30th Ave
Ocala, FL 34470

SHIP TO **(000397-a01)**

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION ($)
004	10 Ea	BA3-15	279.7000 Ea	2,797.00
		CUSTOMER P.O. LINE NBR: 4		
		BRACKET - Angle 0-90 Degree Line Angle Maximum System Voltage 15kV "C" A-36 Carbon Steel HDG ASTM A-123 Finish 17.00 Lbs MPS# 911 Rev 6		
		QUANTITY / PRICE BREAKS FROM QTY: 0 — THRU QTY: 99,999,999 — UNIT PRICE: 279.7000 — DISC (%): 0.000		
005	37 Ea	BAS-14F	18.9000 Ea	699.30
		CUSTOMER P.O. LINE NBR: 5		
		BRACKET - Anti-Sway 0-6° Degree Line Angle 14 Maximum System Voltage 15kV High Density Polyethylene Front Mount 0.75 Lbs MPS# 1035 Rev 1 700/Pallet		
		QUANTITY / PRICE BREAKS FROM QTY: 0 — THRU QTY: 99,999,999 — UNIT PRICE: 18.9000 — DISC (%): 0.000		
006	55 Ea	BM-14	77.5500 Ea	4,265.25
		CUSTOMER P.O. LINE NBR: 6		
		BRACKET - Tangent Messenger w/MC-2 Messenger Clamp 0-6° Degree Line Angle 14 Maximum System Voltage 15kV Vertical Capacity 3200 Lbs. Duct Iron ASTM A536 65-45-12 HDG ASTM A-123 Finish 10.50 Lbs MPS# 1070 Rev 1		
		QUANTITY / PRICE BREAKS FROM QTY: 0 — THRU QTY: 99,999,999 — UNIT PRICE: 77.5500 — DISC (%): 0.000		
007	32 Ea	CG-0115	31.4600 Ea	1,006.72
		CUSTOMER P.O. LINE NBR: 7		
		Dead End Conductor Grip, Neoprene Coated. Cable Diameter Range 0.649 - 0.690. Color Code Green. 34" Long.		

FILE COPY

Marmon Utility LLC

Hendrix Kerite

QUOTE NO.
00104930

REV.	REV DATE
1	06/05/2025

SALES REPRESENTATIVE	CUSTOMER REQUEST NO.	REQUEST DATE	EXPIRATION DATE
Electric Sales Associates, 954-385-8885	**ACS-5129**	**04/03/2025**	**07/31/2025**

PRICE TERMS	F.O.B.	FREIGHT PAYMENT	PAYMENT TERMS
Firm Price	**FOB Factory**	**Prepay & Allow**	**Net 30 Days**

CUSTOMER **(000397-a01)**

City of Ocala Florida
Utility Services Warehouse
2100 E NE 30th Ave
Ocala, FL 34470

SHIP TO **(000397-a01)**

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION ($)
		QUANTITY / PRICE BREAKS FROM QTY: 0 — THRU QTY: 99,999,999 — UNIT PRICE: 31.4600 — DISC (%): 0.000		
008	3 Ea	CG-0115	31.4600 Ea	94.38
		CUSTOMER P.O. LINE NBR: 8		
		Dead End Conductor Grip, Neoprene Coated. Cable Diameter Range 0.649 - 0.690. Color Code Green. 34" Long.		
		QUANTITY / PRICE BREAKS FROM QTY: 0 — THRU QTY: 99,999,999 — UNIT PRICE: 31.4600 — DISC (%): 0.000		
009	65 Ea	DEINS15	47.8700 Ea	3,111.55
		CUSTOMER P.O. LINE NBR: 9		
		Insulator - Dead End 14 Heigh 3-1/2 Wide Rated Load 10,000 Lbs 15kV 2. 25 Lbs MPS#N/A		
		QUANTITY / PRICE BREAKS FROM QTY: 0 — THRU QTY: 99,999,999 — UNIT PRICE: 47.8700 — DISC (%): 0.000		
010	12 Ea	HDTC	25.5200 Ea	306.24
		CUSTOMER P.O. LINE NBR: 10		
		Clevis - Heavy Duty Thimble Galvanized Steel 5-1/2 Heigh 3-1/4 Wide Rated Load 40,000 Lbs 2.75 Lbs MPS#N/A		
		QUANTITY / PRICE BREAKS FROM QTY: 0 — THRU QTY: 99,999,999 — UNIT PRICE: 25.5200 — DISC (%): 0.000		
011	60 Ea	HPI-15VTP	22.2500 Ea	1,335.00
		CUSTOMER P.O. LINE NBR: 11		
		Hendrix Vise Top Insulator, 15kV, 11.5 Leakage Distance, 1" Pin Hole		

FILE COPY

Marmon Utility LLC

Hendrix Kerite

QUOTE NO.
00104930

REV.	REV DATE
1	06/05/2025

SALES REPRESENTATIVE	CUSTOMER REQUEST NO.	REQUEST DATE	EXPIRATION DATE
Electric Sales Associates, 954-385-8885	ACS-5129	04/03/2025	07/31/2025

PRICE TERMS	F.O.B.	FREIGHT PAYMENT	PAYMENT TERMS
Firm Price	FOB Factory	Prepay & Allow	Net 30 Days

CUSTOMER **(000397-a01)**

City of Ocala Florida
Utility Services Warehouse
2100 E NE 30th Ave
Ocala, FL 34470

SHIP TO **(000397-a01)**

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION ($)
		Diameter, 6" Minimum Pin Length, 5 1/2" Diameter, 8 1/4" Height, 2.06 Lbs Each, C Neck Type, Color Gray. Plastic Jaw Insert Material. Cntry Orgn: USA, Tariff Class 8546.90.0000 Standard Box Quantity = 20 pieces Pallet Quantity = 600 pieces QUANTITY / PRICE BREAKS FROM QTY / THRU QTY / UNIT PRICE / DISC (%) 20 / 599 / 22.2500 / 0.000 600 / 99,999,999 / 21.1400 / 0.000		
012	9 Ea	KM15-10	221.8900 Ea	1,997.01
		CUSTOMER P.O. LINE NBR: 12 Cold Shrink Splice Cover Kit, Conductor Size Range 1/0 AWG, Cable Cover Range .0150 - 0.165, Cable Diameter Range 0.660 - 0.830.15kV. MPS# Not Applicable QUANTITY / PRICE BREAKS FROM QTY / THRU QTY / UNIT PRICE / DISC (%) 0 / 99,999,999 / 221.8900 / 0.000		
013	66 Ea	LINEDUC-BL	55.3600 Ea	3,653.76
		Line-Duc, 8' Sections, Black, 2.77 Lbs,.MPS# 812 Rev 13 Standard Package = 30 pieces QUANTITY / PRICE BREAKS FROM QTY / THRU QTY / UNIT PRICE / DISC (%) 30 / 99,999,999 / 55.3600 / 0.000 REQUESTED DELIVERIES DELIVER BY / NOT BEFORE / QUANTITY 04/03/2025 / 66		
014	30 Ea	LSP-1	24.7500 Ea	742.50
		CUSTOMER P.O. LINE NBR: 14 Insulator Pin Galvanized Steel HDG ASTM A-123 Finish 14 Heigh 3 Wide 1		

FILE COPY

Marmon Utility LLC

Hendrix Kerite

QUOTE NO.
00104930

REV. 1 | REV DATE 06/05/2025

SALES REPRESENTATIVE	CUSTOMER REQUEST NO.	REQUEST DATE	EXPIRATION DATE
Electric Sales Associates, 954-385-8885	**ACS-5129**	**04/03/2025**	**07/31/2025**

PRICE TERMS	F.O.B.	FREIGHT PAYMENT	PAYMENT TERMS
Firm Price	**FOB Factory**	**Prepay & Allow**	**Net 30 Days**

CUSTOMER **(000397-a01)**

City of Ocala Florida
Utility Services Warehouse
2100 E NE 30th Ave
Ocala, FL 34470

SHIP TO **(000397-a01)**

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION ($)
		" Nylon Thread 2.75 Lbs MPS#N/A QUANTITY / PRICE BREAKS FROM QTY 0 — THRU QTY 99,999,999 — UNIT PRICE 24.7500 — DISC (%) 0.000		
015	12 Ea	MG-4128 Dead End Grip For 052AWA or 7#6AW Messenger Color Code Blue 39" Long QUANTITY / PRICE BREAKS FROM QTY 0 — THRU QTY 99,999,999 — UNIT PRICE 48.8700 — DISC (%) 0.000 REQUESTED DELIVERIES DELIVER BY 04/03/2025 — NOT BEFORE — QUANTITY 12	48.8700 Ea	586.44
016	1 Ea	MG-4128 CUSTOMER P.O. LINE NBR: 16 Dead End Grip For 052AWA or 7#6AW Messenger Color Code Blue 39" Long QUANTITY / PRICE BREAKS FROM QTY 0 — THRU QTY 99,999,999 — UNIT PRICE 48.8700 — DISC (%) 0.000	48.8700 Ea	48.87
017	1 Ea	MSG-Pull-Grip-Asy CUSTOMER P.O. LINE NBR: 17 Bull Rope to Messenger Pulling Grip for PSAC (Bull Rope Size 5/8") Weight 1.21 lb. MPS# Not Applicable QUANTITY / PRICE BREAKS FROM QTY 0 — THRU QTY 99,999,999 — UNIT PRICE 616.9698 — DISC (%) 0.000	616.9698 Ea	616.97
018	13,300 Ft	MSG052AWA007-01	1.6127 Ft	21,448.91

FILE COPY

Marmon Utility LLC

Hendrix Kerite

QUOTE NO.
00104930

REV.	REV DATE
1	06/05/2025

SALES REPRESENTATIVE	CUSTOMER REQUEST NO.	REQUEST DATE	EXPIRATION DATE
Electric Sales Associates, 954-385-8885	**ACS-5129**	**04/03/2025**	**07/31/2025**

PRICE TERMS	F.O.B.	FREIGHT PAYMENT	PAYMENT TERMS
Firm Price	**FOB Factory**	**Prepay & Allow**	**Net 30 Days**

CUSTOMER **(000397-a01)**

City of Ocala Florida
Utility Services Warehouse
2100 E NE 30th Ave
Ocala, FL 34470

SHIP TO **(000397-a01)**

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION ($)
		CUSTOMER P.O. LINE NBR: 18		
		Bare Messenger Wire 052AWA, Alumoweld-Aluminum (AWA) 0.486 Diameter (I n), 5 x 0.1620 X 2 X 0.1620, 17,120 Lbs Breaking Strength, 1/0 AL Equivalent Conductivity, LHL, 346.0 Lbs/Mft, 240 Ampacity, 1/0 AWG 0.0 00 Use Grip MG-4128. Splice Kit MS-4128 .MPS# 120 REV 15		
		QUANTITY / PRICE BREAKS FROM QTY: 0 — THRU QTY: 99,999,999 — UNIT PRICE: 1.6127 — DISC (%): 0.000		
019	**10 Ea**	**PAS-1**	**95.7973 Ea**	**957.97**
		CUSTOMER P.O. LINE NBR: 19		
		Angle Stringing Block. MPS# 968 Rev 2		
		QUANTITY / PRICE BREAKS FROM QTY: 0 — THRU QTY: 99,999,999 — UNIT PRICE: 95.7973 — DISC (%): 0.000 FROM QTY: 0 — THRU QTY: 99,999,999 — UNIT PRICE: 95.7973 — DISC (%): 0.000		
020	**2 Ea**	**PGA-038-074-01**	**257.9588 Ea**	**515.92**
		CUSTOMER P.O. LINE NBR: 20		
		Pulling Grip Assy with Swivel Eye Clevis A-36 Carbon Steel Galvanized Cable Diameter Range 0.380-0.740. Rated Load 2500 Lbs 34" Long.		
		QUANTITY / PRICE BREAKS FROM QTY: 0 — THRU QTY: 99,999,999 — UNIT PRICE: 257.9588 — DISC (%): 0.000 FROM QTY: 0 — THRU QTY: 99,999,999 — UNIT PRICE: 257.9588 — DISC (%): 0.000		
021	**10 Ea**	**PSAC-01**	**173.3400 Ea**	**1,733.40**
		CUSTOMER P.O. LINE NBR: 21		
		Clamp - Angle Messenger Steel Hot-Dipped Galvanized Finish 7-1/4 Heigh 4-1/2 Wide Rated Load 20,000 Lbs Permanent Stringing Use With Msg-Pull-Grip-Asy 8.25 Lbs MPS# N/A		

FILE COPY

Marmon Utility LLC

Hendrix kerite

QUOTE NO.
00104930

REV. 1 | REV DATE 06/05/2025

SALES REPRESENTATIVE	CUSTOMER REQUEST NO.	REQUEST DATE	EXPIRATION DATE
Electric Sales Associates, 954-385-8885	**ACS-5129**	**04/03/2025**	**07/31/2025**

PRICE TERMS	F.O.B.	FREIGHT PAYMENT	PAYMENT TERMS
Firm Price	**FOB Factory**	**Prepay & Allow**	**Net 30 Days**

CUSTOMER **(000397-a01)**

City of Ocala Florida
Utility Services Warehouse
2100 E NE 30th Ave
Ocala, FL 34470

SHIP TO **(000397-a01)**

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION ($)
		QUANTITY / PRICE BREAKS FROM QTY 0 THRU QTY 99,999,999 UNIT PRICE 173.3400 DISC (%) 0.000 FROM QTY 0 THRU QTY 99,999,999 UNIT PRICE 173.3400 DISC (%) 0.000		
022	**1 Ea**	**QRS-02** CUSTOMER P.O. LINE NBR: **22** **Quick Release Sled.** **MPS# Not Applicable**	**3,148.9327 Ea**	**3,148.93**
		QUANTITY / PRICE BREAKS FROM QTY 0 THRU QTY 99,999,999 UNIT PRICE 3,148.9327 DISC (%) 0.000 FROM QTY 0 THRU QTY 99,999,999 UNIT PRICE 3,148.9327 DISC (%) 0.000		
023	**461 Ea**	**RTL-15** CUSTOMER P.O. LINE NBR: **23** **Hendrix Spacer Max System Voltage 15kV 3 Phase Diamond Shape High Density Polyethylene 10-1/2" Minimum Leakage Distance 0.750 Maximum Messenger Diameter 13.5 Short Circuit Rating 2.40 Lbs/Ea Standard Box** **Quanity = 14 Pieces** **MPS# 1129 MPS REV# 0** **DWG# PI1149-01 DWG REV# 0** **** NO LABEL **** QUANTITY / PRICE BREAKS FROM QTY 0 THRU QTY 99,999,999 UNIT PRICE 31.8600 DISC (%) 0.000 FROM QTY 0 THRU QTY 99,999,999 UNIT PRICE 31.8600 DISC (%) 0.000	**31.8600 Ea**	**14,687.46**
024	**23 Ea**	**RTL-20VXL** CUSTOMER P.O. LINE NBR: **24** **Hendrix Spacer Max System Voltage 35kV 1C Vertical Shape High Density Polyethylene 30 1/2" Minimum Leakage Distance 1" Maximum Messenger Diameter 1.69 Lbs/Ea** **MPS# 1129 Rev 1 MPS REV# 0**	**30.8500 Ea**	**709.55**

FILE COPY

Marmon Utility LLC

Hendrix Kerite

QUOTE NO.
00104930

REV.	REV DATE
1	06/05/2025

SALES REPRESENTATIVE	CUSTOMER REQUEST NO.	REQUEST DATE	EXPIRATION DATE
Electric Sales Associates, 954-385-8885	ACS-5129	04/03/2025	07/31/2025

PRICE TERMS	F.O.B.	FREIGHT PAYMENT	PAYMENT TERMS
Firm Price	FOB Factory	Prepay & Allow	Net 30 Days

CUSTOMER **(000397-a01)**

City of Ocala Florida
Utility Services Warehouse
2100 E NE 30th Ave
Ocala, FL 34470

SHIP TO **(000397-a01)**

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION ($)
025	25,800 Ft	DWG# PI1452-01 DWG REV# 0 QUANTITY / PRICE BREAKS FROM QTY: 0 / THRU QTY: 99,999,999 / UNIT PRICE: 30.8500 / DISC (%): 0.000 FROM QTY: 0 / THRU QTY: 99,999,999 / UNIT PRICE: 30.8500 / DISC (%): 0.000 S0010PA15B3-00 CUSTOMER P.O. LINE NBR: 25 Spacer Cable ICEA S-121-733-2016HAC15-TPB 1/0 AWG Aluminum 15kV 7X Compact Round Right Hand Lay H19 Temper 75° Degree Temp Rating 3 Layer .015 Semiconducting Thermoplastic Conductor Shiel Conductor Shield 0.075 HMWPE Insulation BLACK 0.075 CH56 Jacket Cut Per Sales Order 0.666 Finished Cable OD Single Conductor Country of Origin: USA Harmonized Code: 8544.60.6000 QUANTITY / PRICE BREAKS FROM QTY: 3,000 / THRU QTY: 5,279 / UNIT PRICE: 2.0730 / DISC (%): 0.000 FROM QTY: 3,000 / THRU QTY: 5,279 / UNIT PRICE: 2.0730 / DISC (%): 0.000 FROM QTY: 5,280 / THRU QTY: 10,559 / UNIT PRICE: 2.0108 / DISC (%): 0.000 FROM QTY: 5,280 / THRU QTY: 10,559 / UNIT PRICE: 2.0108 / DISC (%): 0.000 FROM QTY: 10,560 / THRU QTY: 26,399 / UNIT PRICE: 1.9694 / DISC (%): 0.000 FROM QTY: 10,560 / THRU QTY: 26,399 / UNIT PRICE: 1.9694 / DISC (%): 0.000 FROM QTY: 26,400 / THRU QTY: 99,999,999 / UNIT PRICE: 1.8657 / DISC (%): 0.000 FROM QTY: 26,400 / THRU QTY: 99,999,999 / UNIT PRICE: 1.8657 / DISC (%): 0.000	1.9694 Ft	50,810.52
026	12 Ea	SC CUSTOMER P.O. LINE NBR: 26 Clevis - Shackle Galvanized Steel HDG ASTM A-123 20,000 Lb Rated Load 0.92 Lbs QUANTITY / PRICE BREAKS FROM QTY: 0 / THRU QTY: 99,999,999 / UNIT PRICE: 18.0600 / DISC (%): 0.000 FROM QTY: 0 / THRU QTY: 99,999,999 / UNIT PRICE: 18.0600 / DISC (%): 0.000	18.0600 Ea	216.72
027	1 Ea	SG-1 CUSTOMER P.O. LINE NBR: 27	85.0583 Ea	85.06

FILE COPY

Marmon Utility LLC

Hendrix Kerite

QUOTE NO.
00104930

REV.	REV DATE
1	06/05/2025

SALES REPRESENTATIVE	CUSTOMER REQUEST NO.	REQUEST DATE	EXPIRATION DATE
Electric Sales Associates, 954-385-8885	**ACS-5129**	**04/03/2025**	**07/31/2025**

PRICE TERMS	F.O.B.	FREIGHT PAYMENT	PAYMENT TERMS
Firm Price	**FOB Factory**	**Prepay & Allow**	**Net 30 Days**

CUSTOMER **(000397-a01)**

City of Ocala Florida
Utility Services Warehouse
2100 E NE 30th Ave
Ocala, FL 34470

SHIP TO **(000397-a01)**

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION ($)
		Spacer Cable Conductor Sagging Guage . **MPS# 1044 Rev 1** QUANTITY / PRICE BREAKS FROM QTY 0 THRU QTY 99,999,999 UNIT PRICE 85.0583 DISC (%) 0.000 FROM QTY 0 THRU QTY 99,999,999 UNIT PRICE 85.0583 DISC (%) 0.000		
028	**30 Ea**	**SSP-2** CUSTOMER P.O. LINE NBR: **28** **Insulator Pin Galvanized Steel HDG ASTM A-123 Finish 9-1/2 Heigh 2 Wide 3/4" Short Shank w/1" Nylon Thread Diameter 1.75 Lbs** **MPS# 1125 REV 0** QUANTITY / PRICE BREAKS FROM QTY 0 THRU QTY 99,999,999 UNIT PRICE 26.3200 DISC (%) 0.000 FROM QTY 0 THRU QTY 99,999,999 UNIT PRICE 26.3200 DISC (%) 0.000	**26.3200 Ea**	**789.60**
029	**1 Ea**	**ST-2900** CUSTOMER P.O. LINE NBR: **29** **Speed Systems 2900 Adjustable Stripping Tool for 5kV to 35kV Cable Diameters 0.400" to 1.75"** QUANTITY / PRICE BREAKS FROM QTY 0 THRU QTY 99,999,999 UNIT PRICE 880.3755 DISC (%) 0.000 FROM QTY 0 THRU QTY 99,999,999 UNIT PRICE 880.3755 DISC (%) 0.000	**880.3755 Ea**	**880.38**
030	**32 Ea**	**TC** CUSTOMER P.O. LINE NBR: **30** **Thimble Clevis, Galvanized Galvanized Steel HDG ASTM A-123 Finish Rated Load 2,500 Lbs 1.14 Lbs** QUANTITY / PRICE BREAKS FROM QTY 0 THRU QTY 99,999,999 UNIT PRICE 21.6000 DISC (%) 0.000 FROM QTY 0 THRU QTY 99,999,999 UNIT PRICE 21.6000 DISC (%) 0.000	**21.6000 Ea**	**691.20**

FILE COPY

Marmon Utility LLC

Hendrix Kerite

QUOTE NO.
00104930

REV.	REV DATE
1	06/05/2025

SALES REPRESENTATIVE	CUSTOMER REQUEST NO.	REQUEST DATE	EXPIRATION DATE
Electric Sales Associates, 954-385-8885	**ACS-5129**	**04/03/2025**	**07/31/2025**

PRICE TERMS	F.O.B.	FREIGHT PAYMENT	PAYMENT TERMS
Firm Price	**FOB Factory**	**Prepay & Allow**	**Net 30 Days**

CUSTOMER **(000397-a01)**

City of Ocala Florida
Utility Services Warehouse
2100 E NE 30th Ave
Ocala, FL 34470

SHIP TO **(000397-a01)**

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION ($)
031	55 Ea	TS-1	15.7900 Ea	868.45
		CUSTOMER P.O. LINE NBR: 31		
		Stirrup - Tangent Bracket Ductile Iron ASTM A536 65-45-12 HDG ASTM A-1 23 Finish 3,100 Lb Rated Load 1.55 Lbs		
		QUANTITY / PRICE BREAKS: FROM QTY 0 / THRU QTY 99,999,999 / UNIT PRICE 15.7900 / DISC (%) 0.000; FROM QTY 0 / THRU QTY 99,999,999 / UNIT PRICE 15.7900 / DISC (%) 0.000		
032	35 Ea	WG100-01	40.2875 Ea	1,410.06
		CUSTOMER P.O. LINE NBR: 32		
		Guard - Transformer Bushing Cover Reliatanium 5.7" Heigh 4.4" Wide Up to 35kV .5 Lbs		
		QUANTITY / PRICE BREAKS: FROM QTY 0 / THRU QTY 99,999,999 / UNIT PRICE 40.2875 / DISC (%) 0.000; FROM QTY 0 / THRU QTY 99,999,999 / UNIT PRICE 40.2875 / DISC (%) 0.000		
			TOTAL	168,533.80

Lynne Cambray
Aerial Account Manager
lcambray@hendrix-wc.com
TEL (603) 249-1243
FAX (603) 673-1497

FILE COPY

TERMS & CONDITIONS OF SALE

1. ENTIRETY. These Terms and Conditions of Sale and all documents referenced herein (collectively, the "Terms") are the only terms and conditions which govern the sale of goods ("Goods") and/or services ("Services" and together with Goods, the "Deliverables") by Marmon Utility LLC ("Seller") to the buyer ("Buyer") and supersede all other terms and conditions, oral or written, and all other communications between the parties suggesting additional or different terms. These Terms represent the final and complete understanding of the parties and may be amended or cancelled only by mutual written agreement. Acceptance is expressly limited to these Terms. Any proposal for additional or different terms or any attempt by Buyer to vary these Terms is hereby deemed material and is objected to and rejected. No terms of any document or form submitted by Buyer shall be effective to alter or add to these Terms. The earlier of Seller's commencement of performance or Buyer's receipt of any of the Deliverables shall constitute acceptance of these Terms.

2. PRICES. Prices quoted, including delivery terms, are in U.S. Dollars and based on the price at the time of quotation and are subject to change without notice. Clerical errors are subject to correction without liability. The minimum invoice charge (Invoice MOQ) is $500 except for Hendrix Aerial Cable Systems, which has an

Marmon Utility LLC

Hendrix kerite

QUOTE NO.
00104930

REV. 1 | REV DATE 06/05/2025

SALES REPRESENTATIVE	CUSTOMER REQUEST NO.	REQUEST DATE	EXPIRATION DATE
Electric Sales Associates, 954-385-8885	**ACS-5129**	**04/03/2025**	**07/31/2025**

PRICE TERMS	F.O.B.	FREIGHT PAYMENT	PAYMENT TERMS
Firm Price	**FOB Factory**	**Prepay & Allow**	**Net 30 Days**

CUSTOMER **(000397-a01)**

City of Ocala Florida
Utility Services Warehouse
2100 E NE 30th Ave
Ocala, FL 34470

SHIP TO **(000397-a01)**

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION ($)

Invoice MOQ of $1,000.

3. TAXES. Prices do not include any sales, use, excise, privilege, ad valorem, or other taxes, duties, tariffs or assessments now or hereafter imposed or levied ("Taxes ") by or under the authority of any foreign, federal, state, provincial, or local law, rule, or regulation (collectively, "Law") concerning the Deliverables or the manufacture or sale thereof. If Seller pays any such Taxes, Buyer shall, upon demand, immediately reimburse Seller for such amounts.

4. TERMS OF PAYMENT. All payments are due within 30 days from date of invoice. Orders are subject to acceptance in writing by Seller. All payments shall be made without abatement, deduction, discount or setoff. Late payments are subject to a service charge of the lesser of 1.5% per month or the highest rate permitted under applicable Law. Buyer shall be liable for all costs and expenses related to collection of past due amounts, including, without limitation, attorneys' fees and costs. As collateral security for the payment of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all right, title and interest of Buyer in the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds). This security interest constitutes a purchase money security interest under the UCC. Upon demand, Buyer shall pay all costs and expenses with respect to the administration and enforcement of the foregoing security interest. If, in Seller's judgment, the financial condition of Buyer does not justify continuance on the terms of payment above, Seller may require full or partial payment in advance or otherwise adjust the terms including ceasing to supply Buyer.

5. DELIVERY. Delivery shall be made FOB shipping point at Seller's facility and title and risk of loss passes to Buyer at such time. Delivery/performance dates are estimates only. Seller shall not be liable for any claim, loss, expense, or damage of any kind whatsoever for delays, or loss or damage in transit. Claims for loss or damage shall be made solely against the carrier. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order . Shipments invoiced in at or below the minimum quantity (Shipping MOQ) are sold FOB shipping point, freight prepaid and allowed, where within the continental United States. Shipments less than the Shipping MOQ are sold FOB shipping point, with shipping and handling charges added to the invoice. Shipping MOQs are below.

Product Lines	Shipping MOQ
Hendrix Aerial Cable Products	$1,000
Hendrix Molded Products	$4,000
Hendrix Aerial Cable	3,000 feet
High Voltage Kerite Power Cable	3,000 feet
Medium Voltage Kerite & Hendrix Power Cable	5,000 feet

6. INSPECTION. Buyer shall inspect the Goods upon receipt and Services upon performance, and Buyer shall immediately notify Seller in writing of any claims that the Deliverables are different than identified in Buyer's purchase order whereupon Seller shall determine the remedy pursuant to Section 12. Failure to give such written notice upon receipt will constitute irrevocable acceptance by Buyer of all Deliverables.

7. CHANGES OR CANCELLATION. Changes in specifications or designs to any Deliverables, changes in delivery or performance schedules or reschedules or cancellations of orders are not permitted unless Seller has accepted same in writing, has determined the additional charge to be made, if any, and the same has been paid by the Buyer. Once ordered, deliverables that are made to order, discontinued or custom products ("Special Order Goods") may not be cancelled by Buyer. Seller reserves the right to cancel any purchase orders or releases thereunder, or terminate any agreement relating to purchase of Seller's Deliverables, upon 10 days' notice to Buyer. A minimum charge of 20% of the sales price will be paid by Buyer for cancellations of goods scheduled for fabrication 90 days or more subsequent to the date Seller receives notice of cancellation. A minimum charge of 50% of the sales price will be paid by Buyer for cancellation of goods scheduled for fabrication 90 days subsequent to the date Seller receives notice of cancellation.

8. RETURNS. Goods may not be returned without prior written authorization of Seller and compliance with Seller's return policies and procedures then in effect.

9. STORAGE. In the absence of agreed shipping dates, Seller may invoice Buyer and ship the Deliverables once they are ready for shipment. If, because of Buyer's inability to take delivery on a mutually agreed delivery date, the Deliverables are not shipped, stopped in transit or returned, Seller may store them for Buyer at Buyer's expense and title and risk of loss shall pass to Buyer when the Deliverables are placed in storage and such date shall constitute the date of shipment for purposes of beginning the warranty and payment periods.

10. SERVICE TERMS. (a) Services will be provided at Seller's then current service rates; (b) If the site is not prepared for the Services upon Seller's arrival, Seller may charge a service fee and for any delay and/or travel time; (c) Buyer shall provide Seller with advance notice of any rules, requirements and Laws; (d) Seller may refuse, without any liability, to provide Services and to allow Seller service personnel to suspend Services or vacate any site where, in Seller's opinion, provision of Services would pose a risk to the safety of any person. In such event, Buyer is responsible for payment of any delay and/or travel time at Seller's regular service rates; (e) Buyer is solely liable for all damages or injuries caused or contributed to by Buyer that may occur; and (f) Buyer must provide at least 72 hours' notice of

FILE COPY

Marmon Utility LLC

Hendrix kerite

QUOTE NO.
00104930

REV.	REV DATE
1	**06/05/2025**

SALES REPRESENTATIVE	CUSTOMER REQUEST NO.	REQUEST DATE	EXPIRATION DATE
Electric Sales Associates, 954-385-8885	**ACS-5129**	**04/03/2025**	**07/31/2025**

PRICE TERMS	F.O.B.	FREIGHT PAYMENT	PAYMENT TERMS
Firm Price	**FOB Factory**	**Prepay & Allow**	**Net 30 Days**

CUSTOMER **(000397-a01)**

City of Ocala Florida
Utility Services Warehouse
2100 E NE 30th Ave
Ocala, FL 34470

SHIP TO **(000397-a01)**

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION ($)

cancellation of any Service order. If Buyer cancels with less than 72 hours' notice, Buyer is responsible for any costs incurred by Seller caused by such cancellation .

11. INSURANCE. Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than $2 million per occurrence, $2 million products-completed operations aggregate and $2 million general aggregate with insurance carriers having an AM Best rating of "A- VIII" or better. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Buyer shall provide Seller with 30 days' advance written notice in the event of a cancellation or material reduction of coverage in Buyer's insurance policy. Except where prohibited by law, Buyer shall waive, and shall require its insurer to waive, all rights of subrogation against Seller's insurers and Seller.

12. LIMITED WARRANTIES. Unless otherwise provided by Seller in its written warranty or in the table below, Seller warrants that (i) Goods designed and manufactured by Seller will be free from defects in material and workmanship for a period of twelve (12) months after shipment; and (ii) Services will be performed in a timely and competent manner in accordance with industry standards. THESE ARE SELLER'S ONLY WARRANTIES. SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. If during the warranty period, Buyer notifies Seller in writing that the Deliverables are not in conformity with the warranty and Seller agrees, after Seller's inspection (at its option), then: (a) for Goods, Seller will repair, replace or refund the total amount received by Seller therefor, at its sole option, provided Buyer returns such Goods to Seller's plant for inspection; and (b) for Services, Buyer's sole remedy is for Seller, at its sole option, to re-perform the Services or credit Buyer's account therefor. These shall be Buyer's exclusive remedies for Seller's liability. Any claims not made during the warranty period are deemed waived. Seller's warranty does not attach to Deliverables or parts not manufactured by Seller. Any contract created between Seller and Buyer is subject to the specific conditions that (a) Seller is not obligated to provide insurance or indemnify Buyer, and (b) there are no flow-downs from any person or entity including the federal government that become part of the contract. Upon the occurrence of any event described in Section 14(e)(i)-(vi) without the prior written consent of Seller, this warranty shall be void. If Goods fail electrically while in service, Buyer shall notify Seller with (5) days of the discovery of such failure, and shall permit a representative of the Seller a reasonable opportunity to inspect the Goods. If it is mutually determined by Seller and Buyer that the failure is the result of defective material of workmanship, Seller's sole responsibility under this Warranty shall be, at Seller's sole discretion, to either repair or replace the defective Goods. If Seller chooses to replace the defective Goods, the new Goods will be delivered free of charge to the delivery point listed in the original purchase order.

PRODUCT LINE / Warranty

HENDRIX AERIAL COMPLETE SYSTEMS: Warranted to be free from defects in material and workmanship for a period of five (5) years after shipment, provided that: i. All system components are Hendrix-provided materials; ii. Seller provided a design or Seller approved a design provided by Buyer or third party; and iii. Seller has field inspected the installed system design and has confirmed that it meets Seller's standards.

HENDRIX MOLDED PRODUCTS: Warranted for the life of the installation.

KERITE POWER CABLE (MEDIUM AND HIGH VOLTAGE): Warranted for the life of the installation.

13. LIMITATION OF LIABILITY. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR ANY OTHER LOSSES, DAMAGES OR EXPENSES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PRICE RECEIVED BY SELLER FOR THE DELIVERABLES WITH RESPECT TO WHICH SUCH LIABILITY IS CLAIMED.

14. INDEMNIFICATION. Buyer shall defend, indemnify and hold Seller, its affiliates and their respective officers, directors, members, managers, representatives, agents and employees harmless from and against all claims, suits, demands, losses, liabilities, damages (including injury and death) and expenses (including reasonable attorneys' fees) (collectively, "Losses"), arising out of or relating to: (a) Buyer's or its agents provided specifications, design, structure, operation, material or method of making Deliverables ("Buyer's Specifications"), including without limitation, any resulting violation of intellectual property or proprietary rights; (b) Buyer's use, misuse or disposal of Deliverables or materials; (c) Buyer's non-compliance with any Law; (d) breach of these Terms by Buyer; and (e) Deliverables subjected to: (i) improper installation or storage; (ii) accident, damage, abuse or misuse; (iii) abnormal operating conditions or applications; (iv) operating conditions or applications above the rated capacity of the Deliverables; (v) repairs or modifications made to all or part of the Deliverables without the prior written consent of Seller; or (vi) a use or application other than or varying in any degree from the specifications and Seller's instructions.

15. PATENTS. Provided Buyer has made all payments due Seller, Seller shall defend any suit brought against Buyer based upon a claim that the Deliverables infringe any United States patent issued as of the date of Seller's quotation and shall pay any damages and costs finally awarded therein against Buyer, provided that Seller is notified promptly in writing of such suit and is given full authority, information and assistance by Buyer to defend or settle the suit. Notwithstanding anything to

Marmon Utility LLC

Hendrix Kerite

QUOTE NO.
00104930

REV. 1 | REV DATE 06/05/2025

SALES REPRESENTATIVE	CUSTOMER REQUEST NO.	REQUEST DATE	EXPIRATION DATE
Electric Sales Associates, 954-385-8885	**ACS-5129**	**04/03/2025**	**07/31/2025**

PRICE TERMS	F.O.B.	FREIGHT PAYMENT	PAYMENT TERMS
Firm Price	**FOB Factory**	**Prepay & Allow**	**Net 30 Days**

CUSTOMER **(000397-a01)**

City of Ocala Florida
Utility Services Warehouse
2100 E NE 30th Ave
Ocala, FL 34470

SHIP TO **(000397-a01)**

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION ($)

the contrary, Seller will have no liability to the extent that the suit is based upon: (i) modifications to any item made by or on behalf of the Buyer in a manner that causes the infringement; (ii) use of any item in combination with the Deliverables that causes the infringement; (iii) the failure of the Buyer to use corrections or enhancements to the Deliverables that are made available by Seller; (iv) Buyer's Specifications; (v) Buyer's distribution, marketing or use for the benefit of third parties of the Deliverables; or (vi) use not authorized under these Terms. If the Deliverables or any part thereof are deemed to infringe any such patent, Seller shall, at its expense and sole option either: (a) procure for Buyer the right to continue using said Deliverables or part; (b) replace them with non-infringing Deliverables or parts; (c) modify them so they become non-infringing; or (d) remove them and refund the purchase price for them depreciated over no more than 3 years.

16. TOOLING. In no event shall Buyer have any interest in any tools, jigs, dies, patterns, etc. (collectively, "Tooling") which is made or obtained for the production of the Deliverables. Such Tooling shall remain the property of Seller.

17. CONFIDENTIALITY. All non-public or proprietary information of Seller, including all IP, quotations and pricing information, is confidential, solely for the use in performing hereunder and may not be disclosed, used or copied unless authorized by Seller in writing.

18. INTELLECTUAL PROPERTY. All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights, trademarks, patents and applications therefor, and other information or intellectual property disclosed or otherwise provided to Buyer by Seller and all rights therein (collectively, "IP") are and will remain the property of Seller. Buyer shall have no claim to, nor ownership interest in, any IP and such information, in whatever form and any copies thereof , shall be promptly returned to Seller upon written request from Seller. Buyer acknowledges that no license or rights of any sort are granted to Buyer hereunder in respect of any IP, other than the limited right to use the Deliverables purchased from Seller.

19. EXPORT COMPLIANCE. Any items provided by Seller are controlled by the United States Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the United States Government or as otherwise authorized by U.S. Law and regulation.

20. TARIFFS. The stated price is inclusive of any tariffs, duties, taxes, and fees imposed on imported merchandise that are or were in effect as of the date that the quote was issued. Seller may, in its sole discretion, increase the price to Buyer of the Goods by the amount of any increase in the tariffs, duties, taxes, or fees increased on theGoods. Seller shall endeavor to provide Buyer with 30 days' advanced written notice prior to implementing any tariff-related price increase, to the degree that there is at least 30 days between the implementation of the increase in tariffs, duties, taxes, or fees and the assessment of such increased tariffs, duties, taxes, or fees.

21. DEFORMULATION. Buyer agrees that it shall not engage in or be a party to, or assist other persons in any form of deformulation, reverse engineering or component breakdown for the purpose of determining or evaluating confidential information.

22. FORCE MAJEURE. Seller shall not be liable for any delay in or failure to perform due to any event or contingency beyond its reasonable control (an event of "Force Majeure"), including acts of God, epidemics, pandemics, governmental orders or work stoppages, acts of war whether declared or undeclared, blockades, labor disputes (whether of Seller's employees or the employees of others), raw material shortages and material increases in costs of raw materials, including those material increases in costs resulting from the imposition of tariffs. In the event of Force Majeure, the time for performance will extend for such time as reasonably necessary to enable Seller to perform. Seller may, during any period of shortage due to any of the above circumstances, allocate its available supply of Deliverables among itself and its purchasers in such manner as Seller, in its sole judgement, deems fair and equitable. Furthermore, to the extent that any Force Majeure event is then existing at the time the purchase order is accepted, including, without limitation, COVID-19, port congestion, and/or supply-chain disruption, such acceptance of a purchase order shall not constitute a waiver of Seller's right to assert such Force Majeure event as grounds to trigger this provision.

23. TERMINATION. Seller shall have the right to cease work or terminate these Terms or any purchase order, in whole or in part, at any time, without liability, if: (i) Buyer breaches or defaults under these Terms or any other agreement it has with Seller; (ii) a petition under any applicable law relating to bankruptcy, insolvency, or reorganization is filed by or against Buyer; (iii) Buyer executes an assignment for benefit or creditors; (iv) a receiver is appointed for Buyer or any substantial part of its assets; or (v) Seller shall have any reasonable ground for insecurity with respect to Buyer's ability to perform and Buyer is unable to provide Seller with adequate assurance within 10 days after written request therefor by Seller. In all cases, Seller's rights are cumulative, are not exclusive and in addition to all other rights and remedies it may have at law or in equity. No termination shall affect any accrued rights or obligations of either party as of the effective date of such termination.

24. WAIVER. All waivers by Seller shall be in writing. Failure of Seller at any time to require Buyer's performance of any obligation hereunder shall not affect Seller's right to require performance of that obligation. No delay or omission in the exercise of any right, power, or remedy hereunder shall impair such right, power, or remedy or be considered to be a waiver of any default or acquiescence therein.

25. GOVERNING LAW. Any dispute arising out of or related to these Terms will be governed by and construed in accordance with the laws of the State of Illinois without regard to any rules on conflicts of laws and exclusively litigated in either (i) a state or federal court located in Cook County, Illinois, or (ii) a state or federal

FILE COPY

Marmon Utility LLC

Hendrix Kerite

QUOTE NO.
00104930

REV.	REV DATE
1	**06/05/2025**

SALES REPRESENTATIVE	CUSTOMER REQUEST NO.	REQUEST DATE	EXPIRATION DATE
Electric Sales Associates, 954-385-8885	**ACS-5129**	**04/03/2025**	**07/31/2025**

PRICE TERMS	F.O.B.	FREIGHT PAYMENT	PAYMENT TERMS
Firm Price	**FOB Factory**	**Prepay & Allow**	**Net 30 Days**

CUSTOMER **(000397-a01)**

City of Ocala Florida
Utility Services Warehouse
2100 E NE 30th Ave
Ocala, FL 34470

SHIP TO **(000397-a01)**

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION ($)

court located in the state of Seller's principal place of business, at Seller's sole discretion.

26. SEVERABILITY. The unenforceability or invalidity of any clause in these Terms shall not have an impact on the enforceability or validity any other clause in these Terms. Any unenforceable or invalid clause shall be regarded as removed from these Terms to the extent of its unenforceability and invalidity.

27. MISCELLANEOUS. Buyer shall not assign any of its rights or obligations under these Terms or any purchase order without Seller's prior written consent. Buyer shall comply with all applicable laws. There are no third-party beneficiaries. Provisions which by their nature should survive will remain in force after any termination or expiration of any sale of Deliverables. The section headings are included solely for the convenience of the parties.

FILE COPY

TERMS AND CONDITIONS OF SALE

1. **ENTIRETY**. These Terms and Conditions of Sale and all documents referenced herein (collectively, the "Terms") are the only terms and conditions which govern the sale of goods ("Goods") and/or services ("Services" and together with Goods, the "Deliverables") by Marmon Utility LLC ("Seller") to the buyer ("Buyer") and supersede all other terms and conditions, oral or written, and all other communications between the parties suggesting additional or different terms. These Terms represent the final and complete understanding of the parties and may be amended or cancelled only by mutual written agreement. ~~Acceptance is expressly limited to these Terms. Any proposal for additional or different terms or any attempt by Buyer to vary these Terms is hereby deemed material and is objected to and rejected. No terms of any document or form submitted by Buyer shall be effective to alter or add to these Terms. The earlier of Seller's commencement of performance or Buyer's receipt of any of the Deliverables shall constitute acceptance of these Terms.~~

2. **PRICES**. Prices quoted, including delivery terms, are in U.S. Dollars and based on the price at the time of quotation and are subject to change without notice. Clerical errors are subject to correction without liability. The minimum invoice charge (Invoice MOQ) is $500 except for Hendrix Aerial Cable Systems, which has an Invoice MOQ of $1,000.

3. **TAXES**. Prices do not include any sales, use, excise, privilege, ad valorem, or other taxes, duties, tariffs or assessments now or hereafter imposed or levied ("Taxes") by or under the authority of any foreign, federal, state, provincial, or local law, rule, or regulation (collectively, "Law") concerning the Deliverables or the manufacture or sale thereof. If Seller pays any such Taxes, Buyer shall, upon demand, immediately reimburse Seller for such amounts.

4. **TERMS OF PAYMENT**. All payments are due within 30 days from date of invoice. Orders are subject to acceptance in writing by Seller. All payments shall be made without abatement, deduction, discount or setoff. Late payments are subject to a service charge of the lesser of 1.5% per month or the highest rate permitted under applicable Law. Buyer shall be liable for all costs and expenses related to collection of past due amounts, including, without limitation, attorneys' fees and costs. As collateral security for the payment of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all right, title and interest of Buyer in the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds). This security interest constitutes a purchase money security interest under the UCC. Upon demand, Buyer shall pay all costs and expenses with respect to the administration and enforcement of the foregoing security interest. If, in Seller's judgment, the financial condition of Buyer does not justify continuance on the terms of payment above, Seller may require full or partial payment in advance or otherwise adjust the terms including ceasing to supply Buyer.

5. **DELIVERY**. Delivery shall be made FOB shipping point at Seller's facility and title and risk of loss passes to Buyer at such time. Delivery/performance dates are estimates only. Seller shall not be liable for any claim, loss, expense, or damage of any kind whatsoever for delays, or loss or damage in transit. Claims for loss or damage shall be made solely against the carrier. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order. Shipments invoiced in at or below the minimum quantity (Shipping MOQ) are sold FOB shipping point, freight prepaid and allowed, where within the continental United States. Shipments less than the Shipping MOQ are sold FOB shipping point, with shipping and handling charges added to the invoice. Shipping MOQs are below.

Product Lines	Shipping MOQ
Hendrix Aerial Cable Products	$1,000
Hendrix Molded Products	$4,000
Hendrix Aerial Cable	3,000 feet
High Voltage Kerite Power Cable	3,000 feet
Medium Voltage	5,000 feet

Kerite & Hendrix Power Cable	

6. **INSPECTION**. Buyer shall inspect the Goods upon receipt and Services upon performance, and Buyer shall immediately notify Seller in writing of any claims that the Deliverables are different than identified in Buyer's purchase order whereupon Seller shall determine the remedy pursuant to Section 12. Failure to give such written notice upon receipt will constitute irrevocable acceptance by Buyer of all Deliverables.

7. **CHANGES OR CANCELLATION**. Changes in specifications or designs to any Deliverables, changes in delivery or performance schedules or reschedules or cancellations of orders are not permitted unless Seller has accepted same in writing, has determined the additional charge to be made, if any, and the same has been paid by the Buyer. Once ordered, deliverables that are made to order, discontinued or custom products ("Special Order Goods") may not be cancelled byBuyer. Seller reserves the right to cancel any purchase orders or releases thereunder, or terminate any agreement relating to purchase of Seller's Deliverables, upon 10 days' notice to Buyer. A minimum charge of 20% of the sales price will be paid by Buyer for cancellations of goods scheduled for fabrication 90 days or more subsequent to the date Seller receives notice of cancellation. A minimum charge of 50% of the sales price will be paid by Buyer for cancellation of goods scheduled for fabrication 90 days subsequent to the date Seller receives notice of cancellation.

8. **RETURNS**. Goods may not be returned without prior written authorization of Seller and compliance with Seller's return policies and procedures then in effect.

9. **STORAGE**. In the absence of agreed shipping dates, Seller may invoice Buyer and ship the Deliverables once they are ready for shipment. If, because of Buyer's inability to take delivery on a mutually agreed delivery date, the Deliverables are not shipped, stopped in transit or returned, Seller may store them for Buyer at Buyer's expense and title and risk of loss shall pass to Buyer when the Deliverables are placed in storage and such date shall constitute the date of shipment for purposes of beginning the warranty and payment periods.

10. **SERVICE TERMS**. (a) Services will be provided at Seller's then current service rates; (b) If the site is not prepared for the Services upon Seller's arrival, Seller may charge a service fee and for any delay and/or travel time; (c) Buyer shall provide Seller with advance notice of any rules, requirements and Laws; (d) Seller may refuse, without any liability, to provide Services and to allow Seller service personnel to suspend Services or vacate any site where, in Seller's opinion, provision of Services would pose a risk to the safety of any person. In such event, Buyer is responsible for payment of any delay and/or travel time at Seller's regular service rates; (e) Buyer is solely liable for all damages or injuries caused or contributed to by Buyer that may occur; and (f) Buyer must provide at least 72 hours' notice of cancellation of any Service order. If Buyer cancels with less than 72 hours' notice, Buyer is responsible for any costs incurred by Seller caused by such cancellation.

11. **INSURANCE**. ~~Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than $2 million per occurrence, $2 million products-completed operations aggregate and $2 million general aggregate with insurance carriers having an AM Best rating of "A- VIII" or better. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Buyer shall provide Seller with 30 days' advance written notice in the event of a cancellation or material reduction of coverage in Buyer's insurance policy. Except where prohibited by law, Buyer shall waive, and shall require its insurer to waive, all rights of subrogation against Seller's insurers and Seller.~~

12. **LIMITED WARRANTIES**. Unless otherwise provided by Seller in its written warranty or in the table below, Seller warrants that (i) Goods designed and manufactured by Seller will be free from defects in material and workmanship for a period of twelve (12) months after shipment; and (ii) Services will be performed in a timely and competent manner in accordance with industry standards. THESE ARE SELLER'S ONLY WARRANTIES. SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. If during the warranty period, Buyer notifies Seller in writing that the Deliverables are not in conformity with the warranty and Seller agrees, after Seller's inspection (at its option), then: (a) for Goods, Seller will repair, replace or refund the total amount received by Seller therefor, at its sole option, provided Buyer returns

such Goods to Seller's plant for inspection; and (b) for Services, Buyer's sole remedy is for Seller, at its sole option, to re-perform the Services or credit Buyer's account therefor. These shall be Buyer's exclusive remedies for Seller's liability. Any claims not made during the warranty period are deemed waived. Seller's warranty does not attach to Deliverables or parts not manufactured by Seller. Any contract created between Seller and Buyer is subject to the specific conditions that (a) Seller is not obligated to provide insurance or indemnify Buyer, and (b) there are no flow-downs from any person or entity including the federal government that become part of the contract. Upon the occurrence of any event described in Section 14(e)(i)-(vi) without the prior written consent of Seller, this warranty shall be void. If Goods fail electrically while in service, Buyer shall notify Seller with (5) days of the discovery of such failure, and shall permit a representative of the Seller a reasonable opportunity to inspect the Goods. If it is mutually determined by Seller and Buyer that the failure is the result of defective material of workmanship, Seller's sole responsibility under this Warranty shall be, at Seller's sole discretion, to either repair or replace the defective Goods. If Seller chooses to replace the defective Goods, the new Goods will be delivered free of charge to the delivery point listed in the original purchase order.

Product Line	Warranty
Hendrix Aerial Complete Systems:	Warranted to be free from defects in material and workmanship for a period of five (5) years after shipment, provided that: i. All system components are Hendrix-provided materials; ii. Seller provided a design or Seller approved a design provided by Buyer or third party; and iii. Seller has field inspected the installed system design and has confirmed that it meets Seller's standards.
Hendrix Molded Products	Warranted for the life of the installation.
Kerite Power Cable (Medium and High Voltage)	Warranted for the life of the installation.

13. **LIMITATION OF LIABILITY**. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR ANY OTHER LOSSES, DAMAGES OR EXPENSES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PRICE RECEIVED BY SELLER FOR THE DELIVERABLES WITH RESPECT TO WHICH SUCH LIABILITY IS CLAIMED.

14. **INDEMNIFICATION**. Buyer shall defend, indemnify and hold Seller, its affiliates and their respective officers, directors, members, managers, representatives, agents and employees harmless from and against all claims, suits, demands, losses, liabilities, damages (including injury and death) and expenses (including reasonable attorneys' fees) (collectively, "Losses"), arising out of or relating to: (a) Buyer's or its agents provided specifications, design, structure, operation, material or method of making Deliverables ("Buyer's Specifications"), including without limitation, any resulting violation of intellectual property or proprietary rights; (b) Buyer's use, misuse or disposal of Deliverables or materials; (c) Buyer's non-compliance with any Law; (d) breach of these Terms by Buyer; and (e) Deliverables subjected to: (i) improper installation or storage; (ii) accident, damage, abuse or misuse; (iii) abnormal operating conditions or applications; (iv) operating conditions or applications above the rated capacity of the Deliverables; (v) repairs or modifications made to all or part of the Deliverables without the prior written consent of Seller; or (vi) a use or application other

than or varying in any degree from the specifications and Seller's instructions. *

15. **PATENTS**. Provided Buyer has made all payments due Seller, Seller shall defend any suit brought against Buyer based upon a claim that the Deliverables infringe any United States patent issued as of the date of Seller's quotation and shall pay any damages and costs finally awarded therein against Buyer, provided that Seller is notified promptly in writing of such suit and is given full authority, information and assistance by Buyer to defend or settle the suit. Notwithstanding anything to the contrary, Seller will have no liability to the extent that the suit is based upon: (i) modifications to any item made by or on behalf of the Buyer in a manner that causes the infringement; (ii) use of any item in combination with the Deliverables that causes the infringement; (iii) the failure of the Buyer to use corrections or enhancements to the Deliverables that are made available by Seller; (iv) Buyer's Specifications; (v) Buyer's distribution, marketing or use for the benefit of third parties of the Deliverables; or (vi) use not authorized under these Terms. If the Deliverables or any part thereof are deemed to infringe any such patent, Seller shall, at its expense and sole option either: (a) procure for Buyer the right to continue using said Deliverables or part;
(b) replace them with non-infringing Deliverables or parts; (c) modify them so they become non-infringing; or (d) remove them and refund the purchase price for them depreciated over no more than 3 years.

16. **TOOLING**. In no event shall Buyer have any interest in any tools, jigs, dies, patterns, etc. (collectively, "Tooling") which is made or obtained for the production of the Deliverables. Such Tooling shall remain the property of Seller.

17. **CONFIDENTIALITY**. All non-public or proprietary information of Seller, including all IP, quotations and pricing information, is confidential, solely for the use in performing hereunder and may not be disclosed, used or copied unless authorized by Seller in writing.

18. **INTELLECTUAL PROPERTY**. All drawings,
know-how, designs, specifications, inventions, devices, developments, processes, copyrights, trademarks, patents and applications therefor, and other information or intellectual property disclosed or otherwise provided to Buyer by Seller and all rights therein (collectively, "IP") are and will remain the property of Seller. Buyer shall have no claim to, nor ownership interest in, any IP and such information, in whatever form and any copies thereof, shall be promptly returned to Seller upon written request from Seller. Buyer acknowledges that no license or rights of any sort are granted to Buyer hereunder in respect of any IP, other than the limited right to use the Deliverables purchased from Seller.

19. **EXPORT COMPLIANCE**. Any items provided by Seller are controlled by the United States Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the United States Government or as otherwise authorized by U.S. Law and regulation.

20. **TARIFFS**. The stated price is inclusive of any tariffs, duties, taxes, and fees imposed on imported merchandise that are or were in effect as of the date that the quote was issued. Seller may, in its sole discretion, increase the price to Buyer of the Goods by the amount of any increase in the tariffs, duties, taxes, or fees increased on the Goods. Seller shall endeavor to provide Buyer with 30 days' advanced written notice prior to implementing any tariff-related price increase, to the degree that there is at least 30 days between the implementation of the increase in tariffs, duties, taxes, or fees and the assessment of such increased tariffs, duties, taxes, or fees.

21. **DEFORMULATION**. Buyer agrees that it shall not engage in or be a party to, or assist other persons in any form of deformulation, reverse engineering or component breakdown for the purpose of determining or evaluating confidential information.

22. **FORCE MAJEURE**. Seller shall not be liable for any delay in or failure to perform due to any event or contingency beyond its reasonable control (an event of "Force Majeure"), including acts of God, epidemics, pandemics, governmental orders or work stoppages, acts of war whether declared or undeclared, blockades, labor disputes (whether of Seller's employees or the employees of others), raw material shortages and material increases in costs of raw materials, including those material

increases in costs resulting from the imposition of tariffs. In the event of Force Majeure, the time for performance will extend for such time as reasonably necessary to enable Seller to perform. Seller may, during any period of shortage due to any of the above circumstances, allocate its available supply of Deliverables among itself and its purchasers in such manner as Seller, in its sole judgement, deems fair and equitable. Furthermore, to the extent that any Force Majeure event is then existing at the time the purchase order is accepted, including, without limitation, COVID-19, port congestion, and/or supply-chain disruption, such acceptance of a purchase order shall not constitute a waiver of Seller's right to assert such Force Majeure event as grounds to trigger this provision.

23. **TERMINATION**. Seller shall have the right to cease work or terminate these Terms or any purchase order, in whole or in part, at any time, without liability, if: (i) Buyer breaches or defaults under these Terms or any other agreement it has with Seller; (ii) a petition under any applicable law relating to bankruptcy, insolvency, or reorganization is filed by or against Buyer; (iii) Buyer executes an assignment for benefit or creditors; (iv) a receiver is appointed for Buyer or any substantial part of its assets; or (v) Seller shall have any reasonable ground for insecurity with respect to Buyer's ability to perform and Buyer is unable to provide Seller with adequate assurance within 10 days after written request therefor by Seller. In all cases, Seller's rights are cumulative, are not exclusive and in addition to all other rights and remedies it may have at law or in equity. No termination shall affect any accrued rights or obligations of either party as of the effective date of such termination.
24. **WAIVER**. All waivers by Seller shall be in writing. Failure of Seller at any time to require Buyer's performance of any obligation hereunder shall not affect Seller's right to require performance of that obligation. No delay or omission in the exercise of any right, power, or remedy hereunder shall impair such right, power, or remedy or be considered to be a waiver of any default or acquiescence therein.
25. **GOVERNING LAW**. Any dispute arising out of or related to these Terms will be governed by and construed in accordance with the laws of the State of ~~Illinois~~ Florida without regard to any rules on conflicts of laws and exclusively litigated in either (i) a state or federal court located in ~~Cook County, Illinois,~~ Marion County Florida. ~~or (ii) a state or federal court located in the state of Seller's principal place of business, at Seller's sole discretion.~~
26. **SEVERABILITY**. The unenforceability or invalidity of any clause in these Terms shall not have an impact on the enforceability or validity any other clause in these Terms. Any unenforceable or invalid clause shall be regarded as removed from these Terms to the extent of its unenforceability and invalidity.
27. **MISCELLANEOUS**. Buyer shall not assign any of its rights or obligations under these Terms or any purchase order without Seller's prior written consent. Buyer shall comply with all applicable laws. There are no third-party beneficiaries. Provisions which by their nature should survive will remain in force after any termination or expiration of any sale of Deliverables. The section headings are included solely for the convenience of the parties.

***See City of Ocala Required Contract Provisions, page 6.**

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

29. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the Buyer 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.

30. **TERMINATION FOR NON-FUNDING**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, Buyer may terminate this Agreement upon written notice to Seller without penalty or expense to Buyer. Buyer shall be the final authority as to the availability of budgeted funds.

31. **SELF-INSURANCE.** The City of Ocala is a self-insured entity pursuant to City Council Resolution 92-84 up to the limits of liability set forth in Florida Statute §768.28. The self-insurance program includes Workers' Compensation, General and Automobile liability coverage for all liabilities or damages for which the City of Ocala is found legally liable. This self-insurance program is administered through the Human Resources & Risk Management Office.

SSP-190 ELE220723

City of Ocala

Request for Sole Source Procurement

This form MUST be used for commodities or services that are available from only one source and there are no alternates. Forward to bids@ocalafl.org sixty (60) days prior to actual need.

Date Submitted: 9/16/2021 **Requesting Division/Department:** Electric

Contact Person: Frank Brown / Randy Hahn **Telephone Number:** x6629 / x6638

Commodity/Service: Hendrix Aerial Cable System (ACS) spacer cable system materials

Describe the commodity or service and its function: It is a proprietary compact insulated cable system for 12kV distribution construction in protected tree canopy areas, aimed at preventing vegetation "limb-related" outages.

****

Cost of Commodity or Service: $ Varies by project/material needs

Vendor Name: Marmon Utility LLC, c/o Electric Sales Associates **Contact Name:** Joey McDonald (Electric Sales)

Address: 2121 N. Commerce Parkway **City/State/Zip:** Weston, FL 33326

Contact Phone Number: 352-461-4970 **Contact E-Mail Address:** joeym@electricsalesinc.com

****

This purchase is clearly and legitimately limited to a Sole Source because the commodity or service is: a comprehensive "system" utilizing proprietary parts that are not 3rd party interchangeable

Item(s) are available from only one source and there are no alternates (*initials required*): RSH

Initials

****

Attach vendor documentation* certifying that the vendor is the only source for the commodities or services in question or holds the production, copyrights, trademark, and/or patent to the item.

Check the following statement(s) that apply:

- ■ The vendor holds the exclusive distribution rights for the item in question.
- ■ The commodity to be purchased is the only item compatible with existing equipment owned by the City.
- ■ The vendor is the sole provider of the commodities or services which have unique characteristics essential to the needs of the City to perform the intended function and no other goods or service will be suitable for use by the City.

**Note: Certifying documentation must be attached to this form or it will be rejected.*

Version 8/23/17

What steps were taken to verify that these features are not available elsewhere?

☑ Other brands/manufacturers were examined (please list names, phone numbers, and explain why they are not suitable for use by the City. Attach additional pages as necessary): General "tree cable" systems were considered, but they require greater spacing, taller poles and/or cross-arms (having additional tree/limb vulnerabilities), and did not meet the insulation & clearance criteria needed.

☐ Other vendors were contacted (please list names, phone numbers and explain why those contacted would not meet the needs of the City. Attach additional pages as necessary): _____

☑ State why this is the only source for the required commodity or service (attach additional pages as necessary): Hendrix invented the covered Aerial Cable System. This system includes all material needed for the ACS system like covered wire, wire spacers, insulators, and associated brackets. Hendrix is the only manufacturer able to warranty the installation as a system because manufacture and test all products together as a system.

I hereby certify that to the best of my knowledge, this request is a sole source and the information provided herein is accurate and truthful.

Randolph Hahn, CPM — Digitally signed by Randolph Hahn, CPM Date: 2021.09.16 12:03:25 -04'00' — 9/16/2021
Requester's Signature — Date

Doug Peebles — Digitally signed by Doug Peebles Date: 2021.09.16 14:13:17 -04'00' — 9/16/2021
Requesting Director's Signature — Date

For Procurement Use Only

Sole Source Number (if applicable): SSP-190 **Date Listing Posted:** 8/3/2022

Verified this request appears to be sole source. Yes ☑ No ☐

Is Council approval required? Yes ☑ No ☐

Was this Procurement posted on the Internet? Yes ☑ No ☐

Comments: _____

If Protested successfully, Vendor who provides similar goods/services: _____

Date Sole Source Terminated: _____

Procurement Staff Reviewer Signature — 9/23/2022 Date

Approved ☑ Denied ☐

Daphne M. Robinson — 9/23/2022
Chief Procurement & Contracting Officer — Date

****

NOTE: Section 838.22 Florida Statutes, it is unlawful (**second degree felony**) for a public servant with corrupt intent to obtain a benefit for any person (company) or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities (goods) or services.

File #: 2025-1518 Agenda Item #: 10i.

Submitted By: Anthony Santangelo

Presentation By: Doug Peebles

Department: Electric Utility

STAFF RECOMMENDATION (Motion Ready):
Approve a sixteen-month multi-award contract for emergency standby tree trimming and line clearing to The Davey Tree Expert Co. and Burford's Tree, Inc. with an aggregate expenditure not to exceed $220,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
Bid released to the public: May 21, 2025.

BACKGROUND:

The City of Ocala's Electric Utility (OEU) utilizes the emergency standby tree trimming and line clearing contract to support large-scale storm restoration efforts. Utilizing outsourced crews aids in the rapid restoration of power to OEU customers. Additionally, using contractors specializing in this work and skilled in applying Federal Emergency Management Agency (FEMA) guidelines helps ensure rapid restoration and reimbursement of declared emergency expenditures.

FINDINGS AND CONCLUSIONS:

On May 21, 2025, Invitation to Bid (ITB) No. ELE/250705 was issued for emergency standby tree trimming and line clearing services within the service territory. The bid was structured to allow the selection of multiple vendors for the award. Seven bids were received, the two contractors that met all requirements and offered the lowest cost were selected for award.

Bidder Name	Office Location	Total Bid Amount
The Davey Tree Experts Co.	Kent, OH	$867.54
Burfords Tree, Inc.	Ocala, FL	$939.21
UC Synergetic, LLC	Lincoln, AL	$950.26
American Resources, LLC	Road Grove, OK	$1,305
One Source Restoration, LLC	Mount Dora, FL	$1,418
Center Phase Energy, LLC	Oklahoma City, OK	$1,629.39
Tree Service Kings, Inc.	Canoga Park, CA	$1,827

FISCAL IMPACT:
This is an emergency stand-by contract with maximum vendor compensation of $220,000. The financial impact depends on the number and severity of disaster events if they occur. The funds will be appropriated on an as-needed basis from the Electric Reserves Fund.

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

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

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

AGREEMENT FOR EMERGENCY TREE TRIMMING AND POWER LINE CLEARING SERVICES – OCALA ELECTRIC UTILITY

THIS AGREEMENT FOR EMERGENCY TREE TRIMMING AND POWER LINE CLEARING SERVICES – OCALA ELECTRIC UTILITY ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **BURFORD'S TREE, LLC.** a foreign limited liability company duly organized in the state of Alabama and authorized to do business in the state of Florida (EIN: 63-0942088) ("Contractor").

WHEREAS, on May 21, 2025, City issued an Invitation to Bid for the provision of emergency tree trimming and power line clearing services after major weather-related events for Ocala Electric Utility (OEU), ITB No.: ELE/250705 (the "Solicitation"); and

WHEREAS, seven (7) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, Burford's Tree, LLC was found to be the second lowest; and

WHEREAS, Contractor was chosen as an intended awardee to provide emergency tree trimming and power line clearing services for Ocala Electric Utility (OEU) (the "Project"); and

WHEREAS, Contractor certifies that Contractor is qualified and possesses the required experience and licensure.

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

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement and the quote submitted by Contractor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:
   Exhibit A: Scope of Work (A-1 through A-4)
   Exhibit B: Price Proposal (B-1)
   Exhibit C: Federal (FEMA) Contract Provisions (C-1 through C-8)

   If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit C, then (2) Exhibit A, then (3) Exhibit B.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Contractor an amount no greater than **TWO HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS ($220,000)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of

services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.

A. **Price Adjustments.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT (3%)** annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Contractor's proposed price increases. Contractor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Contractors are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.

B. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **Ocala Electric Utility**, Attn: **Anthony Santangelo, 1805 NE 30th Avenue**, **Building 400, Ocala Florida 34470** E-Mail: asantangelo@ocalafl.gov.

C. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

E. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

F. **Amounts Due to the City**. Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **JULY 16, 2025,** and continue in effect for a term of **SIXTEEN (16) MONTHS**, through and including **NOVEMBER 15, 2026** (the "Term"). This Agreement may be renewed for up to **TWO (2)** optional **ONE (1) YEAR** periods by written consent between City and Contractor.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.

   A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

   B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

      (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

      (2) Contractor provides material that does not meet the specifications of the Agreement;

      (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or

      (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

   B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

   C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

      (1) City shall be entitled to terminate this Agreement without further notice;

      (2) City shall be entitled to hire another Contractor to complete the required work in accordance with the needs of City;

      (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and

      (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Contractor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

9. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

10. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

12. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.

B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.

C. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

D. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state

or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

    A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

    B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.

    C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

    D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

    E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

14. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.

    A. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **NINETY (90) DAYS** from the date of Final Completion.

    B. Contractor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.

15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms

of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.

17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

18. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and

    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.

    C. Policy must include coverage for contractual liability and independent contractors.

    D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

    A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

    B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

    C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

20. **ADDITIONAL INSURANCE REQUIREMENTS.**

    A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

21. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to

avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;

B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

24. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor’s emergency representatives must be

fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

25. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

26. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.

27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

29. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:

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

    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If

Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

30. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

31. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

32. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

33. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

34. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand

on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

35. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

36. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

37. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

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

If to Contractor:	Burfords Tree, LLC Attention: Ernest Mills 4230 Choctaw Street Anniston, Alabama 36206 Phone: 256-820-0481 E-mail: ernie-mills@burfordstree.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

39. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

40. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.

42. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

44. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

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

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

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

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

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

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

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Kristen Dreyer
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

BURFORD'S TREE, LLC

_____

By: _____
(Printed Name)

Title: _____
(Title)

BACKGROUND

1. Contractor must be a standby contract to provide emergency tree trimming and power line clearing services as a result of major weather-related events within the service territory of Ocala Electric Utility (OEU). Work involves typical right-of-way clearing services (tree removal, vegetation management, etc.) on electric utility power lines, including distribution, transmission, and substation systems.
2. Contractor shall provide all labor, equipment, and materials required to complete the work under OEU's direction and specifications successfully. OEU shall provide meals and lodging while on site. Other costs, as specified in Contractor's travel policy (mobilization, travel, per diem, etc.), will also be covered by OEU (receipts required).
3. All work shall follow FDOT Design Standards (latest edition) and ANSI specifications for Tree Care Operations (A300) (latest edition). http://www.fdot.gov/roadway/designstandards/Standards.shtm

CERTIFICATIONS AND EXPERIENCE REQUIREMENTS

1. Contractor must possess and maintain a Florida Department of Transportation Maintenance of Traffic (FDOT) certification AND Line Clearance Certification. Follow the link below for more information on how to obtain these certifications: https://www.motadmin.com/
2. Contractor shall be responsible for all maintenance of traffic. Traffic control will be per the FDOT 600 Series Index, providing a Worksite Traffic Supervisor who is responsible for initiating, installing, and maintaining all traffic control devices. Contractor shall ensure that the Worksite Traffic Supervisor is certified in the advanced training category by a Department-approved training provider. Approved providers are posted on the Department's website at the following URL address: https://www.motadmin.com/
3. Contractor must possess and maintain an International Society of Arboriculture (ISA) Arborist certification. Follow the link below for more information on how to obtain this certification:

   https://www.isa-arbor.com/certification/becomecertified/index
4. All workers shall be Qualified Line-clearance Arborist/Trainees as detailed in ANSI Z133.1 Annex B to work in the proximity of electric utility lines.

GENERAL REQUIREMENTS

1. All vegetation management work performed on the OEU's electric system shall adhere to the pruning specifications as required by the Arbor Day Foundation for Tree Line USA Utility designation and use either ISA's Best Management Practices "Utility Pruning of Trees" a special companion publication to the ANSI A300, or, as a reference, "Pruning Near Electric Utility Lines" a field pocket guide for qualified line-clearance tree workers by Dr. Alex Shigo. The handbooks shall be provided by the Contractor, and a copy shall be kept on each line clearance truck as an on-site reference to proper line clearance pruning for tree crews in the field.
2. Pruning shall be done in such a manner as to protect current tree health and condition. The Utility shall consider unskilled or careless work methods by workers as just cause for termination of the specific workers, or the Contract, as deemed justified by the City.
3. All workers shall be Qualified Line-clearance Arborist/ Trainees as detailed in ANSI Z133.1 Annex B to work in the proximity of Electric Utility lines.

4. All work shall be accomplished in full compliance with all OSHA regulations, including Construction Regulations 1926 and General Industry Regulations 1910.
5. The Contractor shall comply with all applicable federal, state, county, and local laws, ordinances, regulations, orders, or decrees in effect during the period of performance.
6. Contractor shall be willing to work 16 or more hours per day until the storm restoration is complete if requested by the Ocala Electric Utility.
7. Contract crews that are normally assigned to the utility shall not be released to assist other utilities without the consent of the Ocala Electric Utility.
8. Weekly time sheets shall be required by the Contractor.
9. Keep accurate records and provide copies to Ocala Electric Utility. The Contractor shall provide Ocala Electric Utility (OEU) with all documentation required for OEU to receive reimbursement from FEMA, including but not limited to, truck and trailer registrations, work logs, time sheets, and any other data required for FEMA and State reimbursement applications.
10. Crew makeup, contact list, names and classifications, gender for lodging purposes, equipment type with identification numbers.
11. Crew members shall be required to document work locations, address, and/or pole numbers, pictures, and work performed.
12. Start and stop times shall be documented.
13. Miles from home state documented and verified by MapQuest.
14. All work shall be accomplished in full compliance with all OSHA regulations, including Construction Regulations 1926 and General Industry Regulations 1910.
15. Contractor shall comply with all applicable federal, state, county, and local laws, ordinances, regulations, orders, or decrees in effect during the period of performance.

CONTRACTOR RESPONSIBILITIES/EQUIPMENT

1. Contractor shall utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. All company trucks shall display a visible company name/logo on the outside of the vehicle.
4. Contractor's personnel shall always present a neat appearance and wear hard hats in the Contractor's standard color, or colors chosen for safety purposes, which identify supervisors from crew members. Ocala Electric Utility (OEU) reserves the right to remove Contractor's personnel from OEU's property without cause.
5. Contractor shall furnish, maintain, have inspected, and keep in good working order all tools and equipment and shall pay all expenses necessary for and in connection with tree maintenance work performed for OEU. All equipment shall be as neat and clean as possible, always. Contractor trucks (doors or sides) shall be specifically and visibly marked with Contractor's identification and logo.

6. Contractor shall maintain all equipment in proper working condition, adequately maintained to perform this scope of work. Equipment shall be marked with the company's name and logo. Equipment shall be overall in good condition. Contractor shall, at the request of OEU, immediately remove any equipment considered to be substandard or inappropriate.
7. Contractor's standard equipment for time and material arial bucket trucks including any equipment transitioned to hourly or storm restoration purposes is as follows:
   a. All safety equipment is required.
   b. All equipment required, but not limited to, hydraulic pole chain saw, gas-powered chain saw capable of cutting large trees, tree pruning tools, ropes, and sufficient supporting tools.
   c. OEU has reserved the right to perform crew and equipment inspections for compliance. OEU may shut down crews with inadequate or inappropriate equipment.
8. During those periods when work is being performed hereunder, Contractor shall furnish, on a weekly basis, accurate daily itemized information or standard time sheets showing the location of the work performed that day, the names and number of men and equipment hours involved, and the measured area (pole to pole) of trees trimmed.
9. Contractor shall at all times be aware of the line voltage and construction of electric circuits before work is commenced in the vicinity thereof.
10. In the event that the Contractor becomes aware of dangerous, broken, loose, or faulty line equipment, OEU shall be advised of the exact pole location(s) and nature of the condition found.
11. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The city and the Contractor must each be promptly notified by the other of any complaints received.
12. Contractor's employees shall wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
13. Contractor shall comply with all applicable federal, state, county, and local laws, ordinances, regulations, orders, or decrees in effect during the period of performance.
14. Contractor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
15. No smoking is allowed on City property or projects
16. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
17. The Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
18. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
19. Installation shall be in compliance with all requirements and instructions of applicable manufacturers.

20. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
21. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
22. Data collected by the Contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
23. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not limited to:
   A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
   B. Work site shall be completely cleaned after each day of work.
   C. Contractor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean entire work area as applicable.
   A. All furnishings and equipment shall be placed back in the original locations.
   B. All work areas must be returned to original condition.
   C. The Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*

SAFETY

1. Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-Contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed, or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

Exhibit B - PRICE PROPOSAL

CONTRACT# ELE/250705B

CONTRACTOR NAME	LOCATION
BURFORD'S TREE, LLC	Ocala, FL

INITIAL CONTRACT TERM PRICING

ITEM	DESCRIPTION	UOM	QUANTITY	COST
1	Safety Supervisor	HOUR	1	$ 88.27
2	Supervisor	HOUR	1	$ 88.27
3	General Foreperson	HOUR	1	$ 72.60
4	Foreperson	HOUR	1	$ 61.00
5	Trimmer	HOUR	1	$ 54.42
6	Groundperson	HOUR	1	$ 51.58
7	Coordinator	HOUR	1	$ 71.76
8	42' Rear Lot Lift w/Trailer	HOUR	1	$ 53.76
9	42' Lift - 4WD	HOUR	1	$ 34.55
10	55' Lift - 2WD	HOUR	1	$ 37.45
11	55' Lift - 4WD	HOUR	1	$ 45.18
12	70' Lift - 2WD	HOUR	1	$ 53.20
13	Grapple Prentice Loader	HOUR	1	$ 63.31
14	Manual Truck	HOUR	1	$ 15.35
15	Disc Chipper	HOUR	1	$ 8.57
16	Pickup Truck	HOUR	1	$ 28.20
17	UTV /Trailer	HOUR	1	$ 18.91
18	Jarraff	HOUR	1	$ 61.54
19	Tractor /Bushhog	HOUR	1	$ 31.29

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund this contract. The Contractor shall comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

DRUG FREE WORKPLACE REQUIREMENTS

Drug free workplace requirements in accordance with Drug Free Workplace Act of 1988 (P.L. 100-690, Title V, Subtitle D) Contractor entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements in accordance with the Drug Free Workplace Act of 1988.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to
be provided setting forth the provisions of this nondiscrimination clause. Contractor will ensure that conduct and communication at the DMS and with all personnel will not be discriminatory, inappropriate or offensive and the City shall have the right to request replacement personnel when violations of this policy occur.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, how
ever, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Successful Proposer may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.

The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

A breach of the contract clauses above may be grounds for termination of the contract, and for disbarment as a Contractor and subcontractor as provided in 29 CFR § 5.12.13.5.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701–3708)

Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Compliance with the Contract Work Hours and Safety Standards Act:

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding for unpaid wages and liquidated damages. The City of Ocala shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for
the in paragraph (2) of this section.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include

these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

FURTHER COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

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

Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job."

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and Contractor understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Regional Office of the Environmental Protection Agency.

The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA. Federal Water Pollution Control Act.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contractor agrees to report each violation to the City and Contractor understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Regional Office of the Environmental Protection Agency.

The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR §180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to THE city, the State of Florida and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C throughout the period of the contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Consultant certifies it is not so listed as excluded or disqualified from contracting and shall confirm same for every subcontractor receiving any payment in whole or in part from federal funds.

ACCESS TO RECORDS

Access to Records. The following access to records requirements apply to this contract:

Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO AND FLAGS

Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

CONFLICT OF INTEREST

Contractor must disclose in writing any potential conflict of interest to the City or pass-through entity in accordance with applicable Federal policy.

MANDATORY DISCLOSURES

Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

UTILIZATION OF MINORITY AND WOMEN FIRMS (M/WBE)

Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contractor has documented efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with
their proposal, which shall be made part of the Agreement.

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Contractor's certification of compliance with certification requirements under 10 CFR Part 601 New Restrictions on Lobbying is attached and incorporated by reference into and made part of the Agreement.

DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

1. Definitions. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.
2. Prohibitions.
    a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
    b. Unless an exception in paragraph 3 of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
        i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
        ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
        iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
        iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
3. Exceptions.
    a. This clause does not prohibit contractors from providing:
        i. A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements, or
        ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

b. By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

1. Are not used as a substantial or essential component of any system; and

2. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

a. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph 5, in all subcontracts and other contractual instruments.

Vendor **Date**

_____ _____

Authorized Signer Name **Authorized Signer Title**

_____ _____

AGREEMENT FOR EMERGENCY TREE TRIMMING AND POWER LINE CLEARING SERVICES – OCALA ELECTRIC UTILITY

THIS AGREEMENT FOR EMERGENCY TREE TRIMMING AND POWER LINE CLEARING SERVICES – OCALA ELECTRIC UTILITY ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **THE DAVEY TREE EXPERT COMPANY,** a foreign for-profit corporation duly organized in the state of Ohio and authorized to do business in the state of Florida (EIN: 34-0176110) ("Contractor").

WHEREAS, on May 21, 2025, City issued an Invitation to Bid for the provision of emergency tree trimming and power line clearing services after major weather-related events for Ocala Electric Utility (OEU), ITB No.: ELE/250705 (the "Solicitation"); and

WHEREAS, seven (7) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, The Davey Tree Expert Company was found to be the lowest; and

WHEREAS, Contractor was chosen as the intended awardee to provide emergency tree trimming and power line clearing for Ocala Electric Utility (OEU) (the "Project"); and

WHEREAS, Contractor certifies that Contractor is qualified and possesses the required experience and licensure.

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

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement and the quote submitted by Contractor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:
   Exhibit A: Scope of Work (A-1 through A-4)
   Exhibit B: Price Proposal (B-1)
   Exhibit C: Federal (FEMA) Contract Provisions (C-1 through C-8)

   If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit C, then (2) Exhibit A, then (3) Exhibit B.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Contractor an amount no greater than **TWO HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS ($220,000)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of

services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.

A. **Price Adjustments.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT (3%)** annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Contractor's proposed price increases. Contractor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Contractors are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.

B. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **Ocala Electric Utility**, Attn: **Anthony Santangelo, 1805 NE 30th Avenue**, **Building 400, Ocala Florida 34470** E-Mail: asantangelo@ocalafl.gov.

C. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

E. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

F. **Amounts Due to the City**. Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **JULY 16, 2025,** and continue in effect for a term of **SIXTEEN (16) MONTHS**, through and including **NOVEMBER 15, 2026** (the "Term"). This Agreement may be renewed for up to **TWO (2)** optional **ONE (1) YEAR** periods by written consent between City and Contractor.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.

   A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

   B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

      (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

      (2) Contractor provides material that does not meet the specifications of the Agreement;

      (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or

      (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

   B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

   C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

      (1) City shall be entitled to terminate this Agreement without further notice;

      (2) City shall be entitled to hire another Contractor to complete the required work in accordance with the needs of City;

      (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and

      (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Contractor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

9. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

10. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

12. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.

B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.

C. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

D. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state

or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

    A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

    B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.

    C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

    D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

    E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

14. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.

    A. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **NINETY (90) DAYS** from the date of Final Completion.

    B. Contractor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.

15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms

of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.

17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

18. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and

    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.

    C. Policy must include coverage for contractual liability and independent contractors.

    D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

    A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

    B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

    C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

20. **ADDITIONAL INSURANCE REQUIREMENTS.**

    A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

21. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to

avoid accident, injury, or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;

B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

24. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be

fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

25. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

26. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.

27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

29. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:

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

    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If

Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

30. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

31. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

32. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

33. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

34. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand

on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

35. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

36. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

37. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

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

If to Contractor:	The Davey Tree Expert Company Attention: Rachel Palmer 1500 N. Mantua Street Kent, Ohio 44240 Phone: 330-548-1931 E-mail: eubids@davey.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

39. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

40. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.

42. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

44. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

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

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

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

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

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

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

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

CITY OF OCALA

_____
Kristen Dreyer
City Council President

THE DAVEY TREE EXPERT COMPANY

_____

By: _____
(Printed Name)

Title: _____
(Title)

BACKGROUND

1. Contractor must be a standby contract to provide emergency tree trimming and power line clearing services as a result of major weather-related events within the service territory of Ocala Electric Utility (OEU). Work involves typical right-of-way clearing services (tree removal, vegetation management, etc.) on electric utility power lines, including distribution, transmission, and substation systems.
2. Contractor shall provide all labor, equipment, and materials required to complete the work under OEU's direction and specifications successfully. OEU shall provide meals and lodging while on site. Other costs, as specified in Contractor's travel policy (mobilization, travel, per diem, etc.), will also be covered by OEU (receipts required).
3. All work shall follow FDOT Design Standards (latest edition) and ANSI specifications for Tree Care Operations (A300) (latest edition). http://www.fdot.gov/roadway/designstandards/Standards.shtm

CERTIFICATIONS AND EXPERIENCE REQUIREMENTS

1. Contractor must possess and maintain a Florida Department of Transportation Maintenance of Traffic (FDOT) certification AND Line Clearance Certification. Follow the link below for more information on how to obtain these certifications: https://www.motadmin.com/
2. Contractor shall be responsible for all maintenance of traffic. Traffic control will be per the FDOT 600 Series Index, providing a Worksite Traffic Supervisor who is responsible for initiating, installing, and maintaining all traffic control devices. Contractor shall ensure that the Worksite Traffic Supervisor is certified in the advanced training category by a Department-approved training provider. Approved providers are posted on the Department's website at the following URL address: https://www.motadmin.com/
3. Contractor must possess and maintain an International Society of Arboriculture (ISA) Arborist certification. Follow the link below for more information on how to obtain this certification:

   https://www.isa-arbor.com/certification/becomecertified/index
4. All workers shall be Qualified Line-clearance Arborist/Trainees as detailed in ANSI Z133.1 Annex B to work in the proximity of electric utility lines.

GENERAL REQUIREMENTS

1. All vegetation management work performed on the OEU's electric system shall adhere to the pruning specifications as required by the Arbor Day Foundation for Tree Line USA Utility designation and use either ISA's Best Management Practices "Utility Pruning of Trees" a special companion publication to the ANSI A300, or, as a reference, "Pruning Near Electric Utility Lines" a field pocket guide for qualified line-clearance tree workers by Dr. Alex Shigo. The handbooks shall be provided by the Contractor, and a copy shall be kept on each line clearance truck as an on-site reference to proper line clearance pruning for tree crews in the field.
2. Pruning shall be done in such a manner as to protect current tree health and condition. The Utility shall consider unskilled or careless work methods by workers as just cause for termination of the specific workers, or the Contract, as deemed justified by the City.
3. All workers shall be Qualified Line-clearance Arborist/ Trainees as detailed in ANSI Z133.1 Annex B to work in the proximity of Electric Utility lines.

4. All work shall be accomplished in full compliance with all OSHA regulations, including Construction Regulations 1926 and General Industry Regulations 1910.
5. The Contractor shall comply with all applicable federal, state, county, and local laws, ordinances, regulations, orders, or decrees in effect during the period of performance.
6. Contractor shall be willing to work 16 or more hours per day until the storm restoration is complete if requested by the Ocala Electric Utility.
7. Contract crews that are normally assigned to the utility shall not be released to assist other utilities without the consent of the Ocala Electric Utility.
8. Weekly time sheets shall be required by the Contractor.
9. Keep accurate records and provide copies to Ocala Electric Utility. The Contractor shall provide Ocala Electric Utility (OEU) with all documentation required for OEU to receive reimbursement from FEMA, including but not limited to, truck and trailer registrations, work logs, time sheets, and any other data required for FEMA and State reimbursement applications.
10. Crew makeup, contact list, names and classifications, gender for lodging purposes, equipment type with identification numbers.
11. Crew members shall be required to document work locations, address, and/or pole numbers, pictures, and work performed.
12. Start and stop times shall be documented.
13. Miles from home state documented and verified by MapQuest.
14. All work shall be accomplished in full compliance with all OSHA regulations, including Construction Regulations 1926 and General Industry Regulations 1910.
15. Contractor shall comply with all applicable federal, state, county, and local laws, ordinances, regulations, orders, or decrees in effect during the period of performance.

CONTRACTOR RESPONSIBILITIES/EQUIPMENT

1. Contractor shall utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. All company trucks shall display a visible company name/logo on the outside of the vehicle.
4. Contractor's personnel shall always present a neat appearance and wear hard hats in the Contractor's standard color, or colors chosen for safety purposes, which identify supervisors from crew members. Ocala Electric Utility (OEU) reserves the right to remove Contractor's personnel from OEU's property without cause.
5. Contractor shall furnish, maintain, have inspected, and keep in good working order all tools and equipment and shall pay all expenses necessary for and in connection with tree maintenance work performed for OEU. All equipment shall be as neat and clean as possible, always. Contractor trucks (doors or sides) shall be specifically and visibly marked with Contractor's identification and logo.

6. Contractor shall maintain all equipment in proper working condition, adequately maintained to perform this scope of work. Equipment shall be marked with the company's name and logo. Equipment shall be overall in good condition. Contractor shall, at the request of OEU, immediately remove any equipment considered to be substandard or inappropriate.
7. Contractor's standard equipment for time and material arial bucket trucks including any equipment transitioned to hourly or storm restoration purposes is as follows:
   a. All safety equipment is required.
   b. All equipment required, but not limited to, hydraulic pole chain saw, gas-powered chain saw capable of cutting large trees, tree pruning tools, ropes, and sufficient supporting tools.
   c. OEU has reserved the right to perform crew and equipment inspections for compliance. OEU may shut down crews with inadequate or inappropriate equipment.
8. During those periods when work is being performed hereunder, Contractor shall furnish, on a weekly basis, accurate daily itemized information or standard time sheets showing the location of the work performed that day, the names and number of men and equipment hours involved, and the measured area (pole to pole) of trees trimmed.
9. Contractor shall at all times be aware of the line voltage and construction of electric circuits before work is commenced in the vicinity thereof.
10. In the event that the Contractor becomes aware of dangerous, broken, loose, or faulty line equipment, OEU shall be advised of the exact pole location(s) and nature of the condition found.
11. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The city and the Contractor must each be promptly notified by the other of any complaints received.
12. Contractor's employees shall wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
13. Contractor shall comply with all applicable federal, state, county, and local laws, ordinances, regulations, orders, or decrees in effect during the period of performance.
14. Contractor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
15. No smoking is allowed on City property or projects
16. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
17. The Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
18. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
19. Installation shall be in compliance with all requirements and instructions of applicable manufacturers.

20. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
21. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
22. Data collected by the Contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
23. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not limited to:
   A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
   B. Work site shall be completely cleaned after each day of work.
   C. Contractor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean entire work area as applicable.
   A. All furnishings and equipment shall be placed back in the original locations.
   B. All work areas must be returned to original condition.
   C. The Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*

SAFETY

1. Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-Contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed, or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

Exhibit B - PRICE PROPOSAL

CONTRACT# ELE/250705A

CONTRACTOR NAME	LOCATION
The Davey Tree Expert Company	Kent, OH

INITIAL CONTRACT TERM PRICING

ITEM	DESCRIPTION	UOM	QUANTITY	COST
1	Safety Supervisor	HOUR	1	$ 77.91
2	Supervisor	HOUR	1	$ 88.52
3	General Foreperson	HOUR	1	$ 88.52
4	Foreperson	HOUR	1	$ 67.94
5	Trimmer	HOUR	1	$ 58.02
6	Groundperson	HOUR	1	$ 47.84
7	Coordinator	HOUR	1	$ 88.52
8	42' Rear Lot Lift w/Trailer	HOUR	1	$ 24.22
9	42' Lift - 4WD	HOUR	1	$ 23.55
10	55' Lift - 2WD	HOUR	1	$ 22.67
11	55' Lift - 4WD	HOUR	1	$ 28.30
12	70' Lift - 2WD	HOUR	1	$ 32.97
13	Grapple Prentice Loader	HOUR	1	$ 60.93
14	Manual Truck	HOUR	1	$ 16.62
15	Disc Chipper	HOUR	1	$ 7.99
16	Pickup Truck	HOUR	1	$ 14.80
17	UTV /Trailer	HOUR	1	$ 11.74
18	Jarraff	HOUR	1	$ 63.91
19	Tractor /Bushhog	HOUR	1	$ 42.57

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund this contract. The Contractor shall comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

DRUG FREE WORKPLACE REQUIREMENTS

Drug free workplace requirements in accordance with Drug Free Workplace Act of 1988 (P.L. 100-690, Title V, Subtitle D) Contractor entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements in accordance with the Drug Free Workplace Act of 1988.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to
be provided setting forth the provisions of this nondiscrimination clause. Contractor will ensure that conduct and communication at the DMS and with all personnel will not be discriminatory, inappropriate or offensive and the City shall have the right to request replacement personnel when violations of this policy occur.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, how
ever, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Successful Proposer may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.

The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

A breach of the contract clauses above may be grounds for termination of the contract, and for disbarment as a Contractor and subcontractor as provided in 29 CFR § 5.12.13.5.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701–3708)

Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Compliance with the Contract Work Hours and Safety Standards Act:

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding for unpaid wages and liquidated damages. The City of Ocala shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for
the in paragraph (2) of this section.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include

these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

FURTHER COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

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

Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job."

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and Contractor understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Regional Office of the Environmental Protection Agency.

The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA. Federal Water Pollution Control Act.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contractor agrees to report each violation to the City and Contractor understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Regional Office of the Environmental Protection Agency.

The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR §180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to THE city, the State of Florida and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C throughout the period of the contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Consultant certifies it is not so listed as excluded or disqualified from contracting and shall confirm same for every subcontractor receiving any payment in whole or in part from federal funds.

ACCESS TO RECORDS

Access to Records. The following access to records requirements apply to this contract:

Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO AND FLAGS

Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

CONFLICT OF INTEREST

Contractor must disclose in writing any potential conflict of interest to the City or pass-through entity in accordance with applicable Federal policy.

MANDATORY DISCLOSURES

Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

UTILIZATION OF MINORITY AND WOMEN FIRMS (M/WBE)

Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contractor has documented efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with
their proposal, which shall be made part of the Agreement.

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Contractor's certification of compliance with certification requirements under 10 CFR Part 601 New Restrictions on Lobbying is attached and incorporated by reference into and made part of the Agreement.

DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

1. Definitions. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.
2. Prohibitions.
    a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
    b. Unless an exception in paragraph 3 of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
        i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
        ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
        iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
        iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
3. Exceptions.
    a. This clause does not prohibit contractors from providing:
        i. A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements, or
        ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

b. By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

1. Are not used as a substantial or essential component of any system; and

2. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

a. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph 5, in all subcontracts and other contractual instruments.

Vendor **Date**

_____ _____

Authorized Signer Name **Authorized Signer Title**

_____ _____

Bid Tabulation Details

Solicitation: ITB# ELE/250705

Item	Description	UOM	Quantity	The Davey Tree Expert Company Kent, OH		Burfords Tree, Inc Ocala, FL		UC Synergetic, LLC Lincoln, AL		American Resources, LLC Road Grove, OK		One Source Restoration, LLC Mount Dora, FL		Center Phase Energy, LLC Oklahoma City, OK		Tree Service Kings, Inc Canoga Park, CA	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Safety Supervisor	HOUR	1	$ 77.91	$ 77.91	$ 88.27	$ 88.27	$ 90.88	$ 90.88	$71.00	$ 71.00	$105.00	$ 105.00	$132.39	$ 132.39	$108.00	$ 108.00
2	Supervisor	HOUR	1	$ 88.52	$ 88.52	$ 88.27	$ 88.27	$ 78.80	$ 78.80	$108.00	$ 108.00	$116.00	$ 116.00	$132.39	$ 132.39	$117.00	$ 117.00
3	General Foreperson	HOUR	1	$ 88.52	$ 88.52	$ 72.60	$ 72.60	$ 65.45	$ 65.45	$91.00	$ 91.00	$106.00	$ 106.00	$143.75	$ 143.75	$108.00	$ 108.00
4	Foreperson	HOUR	1	$ 67.94	$ 67.94	$ 61.00	$ 61.00	$ 58.64	$ 58.64	$91.00	$ 91.00	$97.00	$ 97.00	$135.00	$ 135.00	$105.00	$ 105.00
5	Trimmer	HOUR	1	$ 58.02	$ 58.02	$ 54.42	$ 54.42	$ 55.72	$ 55.72	$64.00	$ 64.00	$92.00	$ 92.00	$118.75	$ 118.75	$96.00	$ 96.00
6	Ground Person	HOUR	1	$ 47.84	$ 47.84	$ 51.58	$ 51.58	$ 42.78	$ 42.78	$52.00	$ 52.00	$78.00	$ 78.00	$98.76	$ 98.76	$56.00	$ 56.00
7	Coordinator	HOUR	1	$ 88.52	$ 88.52	$ 71.76	$ 71.76	$ 58.64	$ 58.64	$82.00	$ 82.00	$105.00	$ 105.00	$122.50	$ 122.50	$117.00	$ 117.00
8	42' Rear Lot Lift w/Trailer	HOUR	1	$ 24.22	$ 24.22	$ 53.76	$ 53.76	$ 56.07	$ 56.07	$59.00	$ 59.00	$55.00	$ 55.00	$55.60	$ 55.60	$75.00	$ 75.00
9	42' Lift - 4WD	HOUR	1	$ 23.55	$ 23.55	$ 34.55	$ 34.55	$ 30.22	$ 30.22	$59.00	$ 59.00	$55.00	$ 55.00	$56.25	$ 56.25	$65.00	$ 65.00
10	55' Lift - 2WD	HOUR	1	$ 22.67	$ 22.67	$ 37.45	$ 37.45	$ 35.53	$ 35.53	$59.00	$ 59.00	$55.00	$ 55.00	$61.25	$ 61.25	$45.00	$ 45.00
11	55' Lift - 4WD	HOUR	1	$ 28.30	$ 28.30	$ 45.18	$ 45.18	$ 35.53	$ 35.53	$59.00	$ 59.00	$55.00	$ 55.00	$64.25	$ 64.25	$75.00	$ 75.00
12	70' Lift - 2WD	HOUR	1	$ 32.97	$ 32.97	$ 53.20	$ 53.20	$ 38.87	$ 38.87	$59.00	$ 59.00	$55.00	$ 55.00	$78.00	$ 78.00	$80.00	$ 80.00
13	Grapple Prentice Loader	HOUR	1	$ 60.93	$ 60.93	$ 63.31	$ 63.31	$ 71.50	$ 71.50	$91.00	$ 91.00	$100.00	$ 100.00	$91.00	$ 91.00	$150.00	$ 150.00
14	Manual Truck	HOUR	1	$ 16.62	$ 16.62	$ 15.35	$ 15.35	$ 21.94	$ 21.94	$31.00	$ 31.00	$43.00	$ 43.00	$68.00	$ 68.00	$30.00	$ 30.00
15	Disc Chipper	HOUR	1	$ 7.99	$ 7.99	$ 8.57	$ 8.57	$ 8.39	$ 8.39	$31.00	$ 31.00	$24.00	$ 24.00	$48.00	$ 48.00	$40.00	$ 40.00
16	Pickup Truck	HOUR	1	$ 14.80	$ 14.80	$ 28.20	$ 28.20	$ 22.23	$ 22.23	$31.00	$ 31.00	$26.00	$ 26.00	$31.00	$ 31.00	$25.00	$ 25.00
17	UTV/Trailer	HOUR	1	$ 11.74	$ 11.74	$ 18.91	$ 18.91	$ 13.16	$ 13.16	$27.00	$ 27.00	$22.00	$ 22.00	$37.50	$ 37.50	$25.00	$ 25.00
18	Jarraff	HOUR	1	$ 63.91	$ 63.91	$ 61.54	$ 61.54	$ 95.55	$ 95.55	$149.00	$ 149.00	$140.00	$ 140.00	$68.00	$ 68.00	$400.00	$ 400.00
19	Tractor/Bushhog	HOUR	1	$ 42.57	$ 42.57	$ 31.29	$ 31.29	$ 70.36	$ 70.36	$91.00	$ 91.00	$89.00	$ 89.00	$87.00	$ 87.00	$110.00	$ 110.00
Grand Total					**$ 867.54**		**$ 939.21**		**$ 950.26**		**$ 1,305.00**		**$ 1,418.00**		**$ 1,629.39**		**$ 1,827.00**

File #: 2025-1622 Agenda Item #: 10j.

Submitted By: Christina Guy

Presentation By: John King

Department: Fleet

STAFF RECOMMENDATION (Motion Ready):
Approve one-year renewal of the Agreement for Fuel Supply and Transfer Services with Petroleum Traders Corporation in an amount not to exceed $2,500,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Fleet Department manages approximately 925,000 gallons of fuel annually for City vehicles and equipment. Procuring a contract for bulk gasoline and diesel fuel deliveries at wholesale prices provides significant savings over retail rates.

On March 10, 2023, the City of Ocala and Marion County Public Schools ("School Board") issued a joint solicitation, Bid No. 3980GM, to obtain better pricing from vendors. On June 6, 2023, City Council approved the award of Contract No. FLT/230544 to Petroleum Traders Corporation for gasoline and diesel supply services for an initial thirteen-month term beginning May 30, 2023, and ending June 30, 2024.

FINDINGS AND CONCLUSIONS:
On August 6, 2024, City Council approved the first one-year renewal of Contract No. FLT/230544 to Petroleum Traders Corporation for gasoline and diesel supply and transport services beginning July 1, 2024, and ending June 30, 2025.

On April 14, 2025, Petroleum Traders Corporation agreed to renew contracts with the City and the School Board under the same terms, conditions, and pricing outlined in the Original Agreement. The School Board approved its second one-year renewal on May 12, 2025.

The contract renewal term is July 1, 2025, through June 30, 2026. Staff is satisfied with the performance of Petroleum Traders and recommends the renewal of this contract.

FISCAL IMPACT:
Funding for fuel is included in departmental budgets and will be budgeted likewise in the subsequent fiscal year.

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

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

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

SECOND AMENDMENT TO AGREEMENT FOR FUEL SUPPLY AND TRANSFER SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR FUEL SUPPLY AND TRANSFER SERVICES ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PETROLEUM TRADERS CORPORATION**, a foreign for-profit corporation duly organized in the state of Indiana and authorized to conduct business in the state of Florida (EIN: 35-1462227) ("Vendor").

WHEREAS, on June 7, 2023, City and Vendor entered into an Agreement for Fuel Supply and Transfer Services (the "Original Agreement"), City of Ocala Contract No. FLT/230544, following a joint solicitation with Marion County Public Schools (the "School Board"), Bid No. 3980GM (the "Solicitation"), for an initial term of thirteen (13) months, commencing May 30, 2023, and continuing through June 30, 2024; and

WHEREAS, on August 9, 2024, City and Vendor entered into a First Amendment to Agreement for Fuel Supply and Transfer Services ("First Amendment") to extend the term of the Original Agreement for a one-year period from July 1, 2024 through June 30, 2025; and

WHEREAS, City and Vendor now desire to extend the Original Agreement, as amended, for an additional one-year term.

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

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

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

3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby extended for a one-year term commencing **JULY 1, 2025**, and continuing through **JUNE 30, 2026**.

4. **COMPENSATION.** City shall pay Vendor an amount not to exceed **TWO MILLION, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($2,500,000)** (the "Contract Sum") over the extension term as full and complete compensation for the timely and satisfactory performance of services in accordance with the terms of the Original Agreement.

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

If to Vendor:	Petroleum Traders Corporation Attention: Joseph Vanderpool PO Box 2357 Ft. Wayne, Indiana 46801 Phone: 800-348-3705 E-mail: jvanderpool@petroleumtraders.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this Second Amendment for all purposes.
8. **LEGAL AUTHORITY.** Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

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

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Kristen M. Dreyer
Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

PETROLEUM TRADERS CORPORATION

_____

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

MCPS
MARION COUNTY PUBLIC SCHOOLS
"Helping Every Student Succeed"

The School Board of Marion County, Florida
Purchasing Department
2091 NE 35th Street
Ocala, FL 34479
(352) 671-7500
Fax (352) 671-7504

City of Ocala
Procurement & Contracting Department
110 SE Watula Avenue, 3rd Floor,
Ocala, FL 34471
(352) 629-2489

Date: April 14, 2025

Petroleum Traders Corporation
7120 Pointe Inverness Way
Ft. Wayne, IN 46804

Re: Bid 3980GM – Gasoline, Diesel, and Biodiesel, Joint Entity Term Contract

Please be advised that the above-mentioned bid is due to expire on June 30, 2025. We have been satisfied with your performance and would like to renew this contract for a one (1) year term with your consent to the same terms, conditions, and pricing indicated in the original bid submission.

Board Approval Date for SBMC: May 13, 2025
Term of Renewal Period: July 1, 2025 to June 30, 2026

Per the terms and conditions of the bid, we require an updated copy of your Certificate of Liability Insurance for General Liability, Automobile Liability, and Workers Compensation.

Please indicate by signing below, and returning this renewal agreement and Debarment certification via e-mail or faxing to Garrett McCallum @ (352)671-7504.

Thank you for your cooperation and continued interest in The School Board of Marion County, Florida.

I agree to renew Bid 3980GM for one additional year from July 1, 2025 to June 30, 2026	I do not agree to renew Bid 3980GM
Joseph Vanderpool Signature	Signature
April 14, 2025 Date	Date
Joseph Vanderpool, Contract Sales Manager Typed or Printed Name of Above	Typed or Printed Name of Above

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, VOLUNTARY EXCLUSION,
AND LOWER-TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE FOLLOWING PAGE

(1) The prospective lower-tier participant certifies, by submission of this proposal, that neither he or she nor his or her principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Petroleum Traders Corporation	BID 3980GM
Organization Name	PR/Award Number or Project Name

Joseph Vanderpool, Contact Sales Manager

Name(s) and Title(s) of Authorized Representative(s)

Joseph Vanderpool 4/14/2025

Signature(s) Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that his or her certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," 'suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower-tier participant agrees by submitting this form that he or she shall not knowingly enter into any lower-tier-covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, Voluntary Exclusion, and Lower-Tier-Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower-tier-covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier-covered transaction that he or she is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he or she knows that the certification is erroneous. A participant may decide the method and frequency by which he or she determines the eligibility of his or her principals. Each participant may, but is not required to, check the Non-Procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier-covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction; in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

HUMAN TRAFFICKING AFFIDAVIT

Contractor Name: Petroleum Traders Corporation

Authorized Rep. Name and Title: Brian Townsend, CEO

FEIN: 35-1462227

Address: PO BOX 2357, 7120 Pointe Inverness Way, Fort Wayne, Indiana 46801-2357

Telephone Number: 888-637-7661

Section 787.06(13), Fla. Stats. (2024), requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of the above-named entity, I certify that I am over the age of 18, of sound mind, and the entity identified above does not use coercion for labor or services as those terms are defined in Section 787.06, Fla. Stats. (2024); specifically, the entity does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Fla. Stats. (2024) to any person for the purpose of exploitation of that person.

Under penalty of perjury, I declare that I have read the foregoing document, that I am an officer or representative of the business indicated above, and that the facts stated herein are true.

By: _____
Authorized Signature

Print Name and Title: Brian Townsend, CEO

Date: 4/14/2025

SBA 01-30-2025

Docusign Envelope ID: F6A98155-5CC8-4BEF-BA39-E934B3D6736B

FIRST AMENDMENT TO AGREEMENT FOR FUEL SUPPLY AND TRANSFER SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR FUEL SUPPLY AND TRANSFER SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PETROLEUM TRADERS CORPORATION**, a foreign for-profit corporation duly organized in the state of Indiana and authorized to conduct business in the state of Florida (EIN: 35-1462227) ("Vendor").

WHEREAS, on April 5, 2023, the City of Ocala awarded its Agreement for Fuel Supply and Transfer Services to Petroleum Traders Corporation, Contract No. FAC200964 (the "Original Agreement"), after a joint solicitation with the Marion County Public Schools (the "School Board"), Bid No. 3980GM (the "Solicitation");

WHEREAS, the Original Agreement was for an initial term of thirteen months beginning May 30, 2023, and continuing through June 30, 2024; and

WHEREAS, the City and School Board now desire to renew the Original Agreement for the first available renewal terms.

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

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

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

3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one-year term commencing **JULY 1, 2024**, and continuing through **JUNE 30, 2025**.

4. **COMPENSATION.** City shall pay Vendor a price not to exceed **TWO MILLION, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($2,500,000)** (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of services.

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

If to Vendor:

Petroleum Traders Corporation
Attention: Joseph Vanderpool
PO Box 2357
Ft. Wayne, Indiana 46801
Phone: 800-348-3705
E-mail: jvanderpool@petroleumtraders.com

Docusign Envelope ID: F6A98155-5CC8-4BEF-BA39-E934B3D6736B

If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

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

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

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

IN WITNESS WHEREOF, the parties have executed this First Amendment on 8/9/2024.

ATTEST:

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

CITY OF OCALA

DocuSigned by:
Barry Mansfield
550E4A5AC2B44F7...
Barry Mansfield
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...
Signature

City Attorney
Title

PETROLEUM TRADERS CORPORATION

DocuSigned by:
Joseph Vanderpool
1D8175B081CC4CD...

By: Joseph Vanderpool
(Printed Name)

Title: Contract Sales Manager
(Title)

DocuSign

Certificate Of Completion

Envelope Id: F6A981555CC84BEFBA39E934B3D6736B
Status: Completed
Subject: SIGNATURE - First Amendment to Agreement for Fuel Supply and Transfer Services (FLT/230544)
Source Envelope:
Document Pages: 2
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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

Record Tracking

Status: Original
8/8/2024 9:17:41 AM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
Joseph Vanderpool jvanderpool@petroleumtraders.com Contract Sales Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Joseph Vanderpool 1D8175B081CC4CD... Signature Adoption: Pre-selected Style Using IP Address: 184.17.61.153	Sent: 8/8/2024 9:27:48 AM Viewed: 8/8/2024 10:23:14 AM Signed: 8/8/2024 11:42:39 AM
Electronic Record and Signature Disclosure: Accepted: 8/8/2024 10:23:13 AM ID: 4e0c4f58-95f3-4c5c-bd3a-6b84170a3fbb		
William E. Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William E. Sexton B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/8/2024 11:42:40 AM Viewed: 8/8/2024 5:04:24 PM Signed: 8/8/2024 5:04:44 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Barry Mansfield bmansfield@ocalafl.org Council President City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Barry Mansfield 550E4A5AC2B44F7... Signature Adoption: Pre-selected Style Using IP Address: 216.255.253.228	Sent: 8/8/2024 5:04:45 PM Viewed: 8/9/2024 4:31:08 PM Signed: 8/9/2024 4:31:18 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/9/2024 4:31:19 PM Viewed: 8/9/2024 4:32:03 PM Signed: 8/9/2024 4:32:19 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 8/9/2024 4:32:02 PM ID: 3fa7af19-ba70-4e04-b683-97b051c64f00		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/8/2024 9:27:48 AM
Certified Delivered	Security Checked	8/9/2024 4:32:03 PM
Signing Complete	Security Checked	8/9/2024 4:32:19 PM
Completed	Security Checked	8/9/2024 4:32:19 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.

Item Details

File Number: 2024-1762

ID #:	2024-1762	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Placement:**	10	**In Control:**	City Council
				File Created:	07/12/2024
Presented By: :				**Final Action:**	

rmal Title: Approve one-year renewal of Agreement for Fuel Supply and Transfer Services with Petroleum Traders Corporation in an amount not to exceed $2,500,000

Internal Notes:

Target Meeting: 08/06/2024

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - First Amendment - Agreement for Fuel Supply and Transfer Services (FLT-230544), 06-05-2024 MCPS Renewal, 06-06-2023 Council Approval, Fully Executed - Fuel Supply and Transport Services - Petroleum Traders Corp. (FLT 230544)

Enactment Number:

:ommendation:

Hearing Date:

Entered by: cguy@ocalafl.gov

Effective Date:

Related Files: 2023-1240

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/06/2024	Approved				Pass

Action Text:

Notes: There being no discussion the motion carried by roll call vote.

Aye: 5 Pro Tem Dreyer, Council Member Bethea Sr, Council Member Hilty Sr, Council Member Musleh, and Council President Mansfield

Text of Legislative File 2024-1762

Submitted By: Christina Guy
Presentation By: John King
Department: Fleet

STAFF RECOMMENDATION (Motion Ready):
Approve one-year renewal of Agreement for Fuel Supply and Transfer Services with Petroleum Traders Corporation in an amount not to exceed $2,500,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Fleet Department manages fuel for all City of Ocala (City) vehicles and equipment. Procuring a contract for bulk fuel deliveries allows the City to purchase fuel at wholesale rates. On March 10, 2023, the City of Ocala and Marion County Public Schools ("School Board") issued a joint solicitation, Bid No. 3980GM, to obtain better pricing from vendors.

FINDINGS AND CONCLUSIONS:
On June 6, 2023, City Council approved the City's award of Contract No. FLT/230544 to Petroleum Traders Corporation for gasoline and diesel supply and transport services for an initial thirteen-month term beginning May 30, 2023, and ending June 30, 2024.
On April 22, 2024, Petroleum Traders Corporation agreed to renew contracts with the City and the School Board under the same terms, conditions and pricing set forth in the Original Agreement. The School Board approved its one-year renewal on May 28, 2024.
The renewal term is July 1, 2024, through June 30, 2025. This bulk fuel contract will save the City an estimated $371,960 annually over retail costs. Staff is satisfied with the performance of Petroleum Traders and recommends the renewal of this contract.

FISCAL IMPACT:
Funding for fuel is included in departmental budgets and will be budgeted likewise in subsequent fiscal years.

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

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

AGREEMENT FOR FUEL SUPPLY AND TRANSFER SERVICES

THIS AGREEMENT FOR FUEL SUPPLY AND TRANSFER SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PETROLEUM TRADERS CORPORATION** a foreign for-profit corporation duly organized in the state of Indiana and authorized to do business in the state of Florida (EIN: 35-1462227) ("Contractor").

WHEREAS, on April 5, 2023, the City of Ocala, and the School Board of Marion County (the "School Board") issued a joint Invitation to Bid ("ITB"), **Bid No. 3980GM** for the provision of providing gasoline and diesel fuel to both the City and the School Board (the "Solicitation"); and

WHEREAS, five (5) firms responded to the Solicitation and, after the consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Petroleum Traders Corporation was found to be the lowest; and

WHEREAS, Petroleum Traders Corporation was chosen as the intended awardee to supply and deliver gasoline and diesel fuel to the City and School Board ("Services").

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

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; and (c) the City's Solicitation for the Services and the bid submitted by Contractor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

      Exhibit A: Scope of Work (A-1 through A-8)
      Exhibit B: Bid Tabulation (B-1 through B-2)
      Exhibit C: General Conditions (C-1 through C-34)

   If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit C, then (2) Exhibit A, then (3) Exhibit C.
3. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the Solicitation Documents are modified and replaced, in their entirety, as follows:
   a. The terms "Marion County," "County," or "Board of County Commissioners" shall be replaced and intended to refer to the "City of Ocala".
   b. The term "Bidder" shall be replaced by the term "Contractor" and shall be intended to refer to Petroleum Traders Corporation".
4. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. In the event of a conflict between this Agreement and the Solicitation Documents as to the Scope of Services to be performed by Contractor, this Agreement and all of its

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

Exhibits shall be given precedence to resolve any identified inconsistency. The Scope of Work may only be adjusted by written amendment executed by both parties.

5. **COMPENSATION.** City shall pay Contractor a maximum limiting amount not to exceed **TWO MILLION, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($2,500,000)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents and prices set forth in **Exhibit B – Bid Tabulation.**
   A. **Invoice Submission**. Contractor shall invoice after the delivery of goods. Invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall be provided a coversheet for their invoices which must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Fleet Management Department**, Attn: **Ashley Rothchild, 1805 NE 30th Avenue, Ocala, Florida 34470**, E-mail: arothchild@ocalafl.org.
   B. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed.
   C. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
   D. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
   E. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
   F. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

6. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **MAY 30, 2023** and continue for a term of **THIRTEEN MONTHS** (13 months), through and including **JUNE 30, 2024**.

7. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
   A. Keep and maintain public records required by the public agency to perform the service.
   B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

8. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
9. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
10. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
11. **CONFLICT OF INTEREST.** Contractor must have disclosed with the submission of their bid, the name of any officer, director, or agent who may be employed by City. Contractor must disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

12. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
13. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
14. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
15. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
16. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Petroleum Traders Corporation Attention: Joseph Vanderpool PO Box 2357 Ft. Wayne, Indiana 46801 Phone: 800-348-3705 E-mail: jvanderpool@petroleumtraders.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.org

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.org

17. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

18. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

19. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

20. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

21. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
22. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
23. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
24. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
25. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
26. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
27. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
28. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
29. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

IN WITNESS WHEREOF, the parties have executed this Agreement on 6/7/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
F82769461C4E4E5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
James P. Hilty, Sr.
6FD4FC329B6F4DF...
James P. Hilty, Sr.
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...
William E. Sexton, Esq.
City Attorney

PETROLEUM TRADERS CORPORATION

DocuSigned by:
Joseph Vanderpool
1D8175B081CC4CD...

By: Joseph Vanderpool
(Printed Name)

Title: Contract Sales Manager
(Title of Authorized Signatory)

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

GENERAL SPECIFICATIONS

1.01 **Definitions**: The Parties agree that capitalized terms shall have the meaning as described below:

"OPIS Contract Price Report" shall mean the fuel pricing service provided by the Oil Pricing Information Service (OPIS), an industry benchmark for pricing Fuel. This Contract shall use the daily average net price from the Daily Contract Report published at 10:00a.m. EST as established by OPIS and the OPIS Biodiesel Daily Report. Fuel prices are listed for terminals by regions in reports. Price will be determined using the closest appropriate terminal, namely Tampa, Florida.

"Fuel" shall mean any Fuel product obtained through this Contract. Fuel product shall include the listed grades of unleaded gasoline, diesel, and Biodiesel to be delivered to Stakeholders facilities.

"Biodiesel" or B5 shall mean an alternative Fuel consisting of a 95/5 blend of 95% ultra-low sulfur diesel fuel and 5% soybean oil.

"Markup" shall mean the Contractor's price to cover all costs associated with providing Fuel to the Stakeholders facilities as more particularly detailed in Section 1.10. Markup will mean both positive and negative numbers. Markups for fuel shall be calculated as a price per gallon basis and not quoted as a percentage. The contractor shall assess no other fees associated with the delivery of Fuel except as more particularly detailed in Section 1.11.

"Transport Delivery" shall mean a delivery by a transport truck with a minimum delivery of 8,000 gallons for gasoline, 7,200 gallons for fuel oil and 7,200 gallons for a combination load of gasoline and fuel oil.

"Tank Wagon Delivery" shall mean a delivery by a transport truck with a minimum delivery of 500 gallons for fuel oil or gasoline.

1.02 **Scope of Work**: This contract is to provide fuel for the School Board of Marion County and the City of Ocala. The contractor must efficiently provide fuel to meet the requirements of the Stakeholders.

Bidder/Contractor must meet the following requirements:

- Fuel will be available to all delivery points as requested by the Stakeholders. Exhibit "A" and Exhibit "B" details the current locations. The Stakeholders could have additional facilities in the future which would be required to be serviced by contract.
- Fuel costs will be determined using the daily OPIS Contract Price Report based upon the daily average net price at 10:00a.m. EST or the OPIS Daily Gross SME Biodiesel Tax Adjusted

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

Market Index for Biodiesel fuels from the closest terminal used to service the facilities. Price is more particularly detailed in Section 1.09.

- Markups will be established for each type of fuel based on the minimum delivery requirements as detailed in Section 1.08. Markup for fuel shall be based on a price per gallon basis.
- Fuel costs shall exclude any taxes and/or fees that the Stakeholders are exempt from paying. All fuel costs will include the OPIS averages, the contractor's markup, all applicable taxes and associated fees allowed.
- The invoice price shall reflect the actual date of delivery.
- Right to inspect fuel – Random samples

1.03 **Fuel Sites and Accessibility**: All tanks shall be properly equipped to enable Contractor to safely deliver Fuel. The Contractor shall notify the Stakeholders of all situations that may be deemed unsafe. A Contractor may refuse to deliver Fuel to an unsafe Fuel site until the safety issue is resolved. A back haul charge may apply if a Contractor attempts to deliver Fuel and the Fuel site is deemed unsafe. The Stakeholders shall be responsible for having proper equipment installed. The Stakeholders shall work with Contractor making a delivery to assure the Contractor has proper accessibility to all tanks being fueled. Customer may be subject to an excessive delay charge if Contractor has to wait more than 30 minutes to begin Fuel delivery. The charges are detailed in Section 1.11.

1.04 **Delivery of Fuel**: Fuel is to be delivered to the Stakeholders tank(s) within 48 hours after telephone notification is received unless specified otherwise by the Stakeholders. For new accounts, the Contractor will be allowed additional time to enter all required account information into their ordering/billing system to establish the new account. This time will be agreed upon by the Stakeholders and the Contractor. The Stakeholders prefer that vehicles equipped with meters make delivery. If non-metered vehicles are used, the driver shall leave a metered loading report from the terminal with the Stakeholders. If temperature corrected billing is used, the loading report shall give all pertinent information. The Stakeholders may be subject to a service charge if request is for same day delivery. This charge is described in 1.11.

Before unloading of fuel begins, Stakeholders personnel and contractor personnel shall measure the tank(s) to receive Fuel and shall again measure the tank(s) after delivery. The Stakeholders may be subject to a backhaul charge if the Stakeholders order more fuel than the tank(s) can hold upon delivery and a portion of the fuel ordered has to be returned. This charge is described in 1.11.

Scheduled delivery service is for delivery of fuel by the contractor to the Stakeholders tank(s) under the time frame as agreed by the Contractor and the Stakeholders. Contractor will be responsible for managing fuel product levels in Stakeholders tank(s) to ensure proper levels of fuel are maintained.

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

1.05 **Fault and Responsibility**: Awarded vendor will be responsible for all direct costs incurred to correct a problem. Problems may include, but not limited to, incorrect pricing, fuel spills, delivering wrong fuel to Stakeholders by contractor, cross-fueling by contractor at Stakeholder facilities, etc.

1.06 **Measurements**: Customary measurements appearing in these specifications are not intended to preclude bids for commodities with metric measurements.

1.07 **Fuel Terminals**: Price will be determined using the OPIS price for the Tampa terminal, on the delivery date by the Stakeholders, regardless of when or where the contractor actually obtained fuel.

1.08 **Minimum Delivery**: For contractors that utilize their own transports to make delivery, the minimum delivery on this Contract shall be 8,000 gallons for a Transport Delivery of gasoline; 7,200 gallons for a Transport Delivery for diesel; and 7,200 gallons for a combination load Transport Delivery of gasoline and diesel.

Exception Tank Wagons: An exception will be gasoline deliveries to Liberty Middle Compound and diesel generators for the School District due to the tank size.

If Contractor uses a common carrier to make delivery, the minimum delivery on this Contract shall be determined by the common carrier's minimum delivery schedule.

- Transport Delivery- For orders less than 8,000 gallons for gasoline, 7,200 gallons for diesel, 7,200 gallons for Biodiesel, or 7,200 for a combination load of gasoline and diesel, a per gallon freight charge may be added to the invoice as a separate item, in addition to the amount of Fuel delivered. The freight charge will apply to the difference in gallons, between the minimum gallons listed and the gallons actually delivered.

- Tank Wagon Delivery to Liberty Middle Compound and District Diesel Generators – For gasoline orders to the Liberty Middle Compound and District diesel generators, the School District reserves the right to award these to an alternate vendor due to the tank size. Typical deliveries to these locations range between 300 and 400 gallons to Liberty Middle Compund and 120 to 1400 gallons to District diesel generators.

1.09 **Prices**: Prices shall be submitted on invoices as follows:

- For gasoline and diesel: Prices will be calculated using the OPIS Daily average net price as determined by the Tampa Terminal, regardless of where the awarded vendor actually obtained fuel.
- For Biodiesel, the OPIS Gross SME Biodiesel Tax Adjusted Daily Market Index will be used.
- Contractor's Markup as determined by the Bid Offer in which delivery of fuel is made.
- All applicable fuel taxes and/or petroleum associated fees.
- All applicable delivery and/or service charges as bid.

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

The Stakeholders and the contractor agree the contractor is prohibited from negotiating or billing in a manner that exceeds the stated prices included in the contract. The contractor agrees the price charged to the Stakeholder shall be subject to audit, and the contractor shall make any and all records supporting the invoiced prices available for inspection, upon written request by the Stakeholder.

1.10 **Markup**: The Markup shall be noted on the Bid Sheet as follows:

- Discount Markup- a Discount Markup shall be noted as a negative number, using either a minus sign -.xx or enclosed within parentheses (.xx). i.e. -.01 or (.01).
- Markup- All other prices will be construed as a positive number for the Markup.

The Markup or Discount Markup may include the contractor's profit and any other costs the contractor wishes to include. **Prices shall be per gallon for the Markup or Discount Markup.**

1.11 **Allowable Charges**: The Contractor may assess the following charges on the invoice if requested in the Bid offer.

- Delivery charge as allowed and described in Section 1.09.
- Freight charges will apply on all transport deliveries as defined in Section 1.08 or to the actual gallons delivered. Contractors who own their own transports must provide established freight rates with their Bid submittal. These rates must be based on the average of at least the past 12 months, with suitable documentation for the Stakeholders evaluation. If a contractor does not have an established freight rate, then the freight rate charged must be comparable to that charged by a common carrier. The Stakeholders reserves the right to modify freight rate provisions, if modifications are deemed to be in the best interests of the Stakeholders.
- Bank charges as stated on the Contractor's Bid offer for all purchases using a purchasing card program if established by the Stakeholders. This charge will be a percentage of the total invoice.
- Same day delivery charge, if any, stated on the Contractor's Bid offer.
- Pump off charge for transport delivery, if any, as stated on the Contractor's Bid offer. May be charged more than once if transport delivery truck is required to relocate to deliver to additional tanks.
- Excessive delay/demurrage charge, as stated on the Contractor's Bid offer, if contractor has to wait more than 30 minutes to begin fuel delivery.
- Back haul charge, as stated on the Contractor's Bid offer, if the Stakeholders orders more than storage tanks can hold.

1.12 **Invoicing and Payment**: The contractor agrees to be paid upon submission of properly certified invoices to the Stakeholders for fuel purchased as defined in Section 1.09 of this solicitation document. Invoices shall be submitted to the Stakeholders for each delivery made. The contractor shall submit invoices for fuel in sufficient detail for a proper pre-audit and post-audit thereof, pursuant to Section 287.058 of the Florida Statutes. The Stakeholders agree that payments to the contractor will be made in accordance with Section 215.422 of the Florida Statutes, and Chapter 55 of the Florida Statutes.

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

1.13 **Maintenance**: The Stakeholders shall maintain all tanks and dispensing equipment associated with their facility in good working order for the duration of the Contract.

1.14 **Taxes**: Invoice Fuel prices are not to include any State of Florida and/or Federal taxes from which the Stakeholders are exempt.

The Stakeholders are exempt from Federal excise tax and is exempt from all other taxes except for:

On Gasoline:	**On Diesel:**	**On Biodiesel:**
FL State Tax	FL. State Tax	FL State Tax
Marion County Tax	Marion County Tax	Marion County Tax
Environmental	Environmental	Environmental
FL Inspection Fee	LUST Tax	LUST Tax
LUST Tax		

Any questions regarding applicable Fuel taxes may be directed to the Department of Revenue at (800) 352-3671

1.15 **Availability of Product:** If there are fuel restrictions, shortages and/or allocations placed on suppliers of fuel product by either terminal, suppliers and/or the governments (local and/or federal) for any reason, then at the Stakeholders discretion, price may be adjusted as determined by the Stakeholders. Contractors will have to provide adequate proof of the situation to have the price adjusted. The time period for these adjustments will be determined by the Stakeholders based on the situation. If governmental allocations are declared, then contractors are to deliver fuel to the Stakeholders at the same percentage as allocated.

During declared emergencies or natural disasters, the Stakeholders must be given delivery priority as a first responder. School Board buses are used for transportation and evacuation of Marion County residents, and the Ocala Police Department and other City of Ocala municipal services must be able to continue operations. The School Board also has multiple facilities located throughout the District designated as emergency shelters that utilize diesel generators.

1.16 **OPIS Contract Price Report**: The contractor may subscribe to the OPIS Contract Report at OPIS website at: http://www.opisnet.com or by calling 1-888-301-2645.

1.17 **Fuel Permits**: The Stakeholders will be responsible for all facility required permits pertaining to fuel storage and handling in accordance with all local, state, and federal laws.

1.18 **Schedule and Damages**: The contractor agrees to pay any and all actual damages in the event of a default by contractor due to late completion of services. Delivery availability times can be found on Exhibit “A” and “B” found on pages 43 and 44. The contractor shall reimburse the Stakeholders for any and all re-procurement costs incurred by the Stakeholders due to contractor’s failure to deliver, as well as any and all out-of-pocket expenses the Stakeholders directly or indirectly incurs related to the late delivery and/or completion of the services. The

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

Stakeholders reserves the right, in addition to the imposition of actual damages, to cancel the contract by providing thirty (30) days written notice to the contractor.

1.19 **Specifications**: The Contractor will provide gasoline and diesel per the following specifications:

Gasoline:

- **Unleaded, 87 Octane**
  Gasoline, unleaded, antiknock (octane) index minimum 87 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with State of Florida gasoline inspection laws. To be delivered as ordered via transport truck in full loads, minimum delivery 8,000 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.
  E-10 (10% ethanol) IS acceptable for school board deliveries.

Diesel:

- **Diesel Fuel, Grade No. 2-D S15 Ultra Low Sulfur Fuel**
  Diesel fuel, grade no. 2-D S15, ultra-low sulfur fuel (.0015 mass% sulfur, 40 centane min.), for use in over-the-road diesel engine, per A.S.T.M. specification D975- 10c, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. To be delivered as ordered via transport truck in full loads, minimum delivery 7,200 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

Fuel Oil:

- **Ultra Low Sulfur Fuel Diesel Fuel, Red Dye, Grade No. 2-D** for use in off the road diesel engine, per A.S.T.M. specification D975, Grade #2 S15 complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. It shall have a minimum cetane number of 40 using ASTM D613. To be delivered as ordered via tank wagon, minimum delivery 500 gallons.

Alternative Fuels:

Biodiesel

- **Biodiesel Blend Fuel, B5 blend** (5 percent biodiesel and 95 percent petroleum diesel), for use in over-the-road diesel engine, meeting the A.S.T.M. specification D6751 for pure biodiesel shall consist of mono-alkyl esters of long chain fatty acids derived from new and used vegetable oils and animal fats, designated B100, before blending with grade no. 2-D, Ultra-Low sulfur petroleum diesel per A.S.T.M. specification D975, final product shall comply with Florida Department of Agriculture and Consumer Services inspection laws. To be delivered as ordered via transport truck in full loads, minimum delivery 7,200 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

"Exhibit A"

Marion County School Board Fuel Depot Locations

Delivery Locations	Type of Fuel	Tank Size(s)	Delivery Times
Main Compound 5470 Gainesville Road Ocala, FL 34475	Unleaded Gasoline Ultra Low Sulfur Diesel #2	6,000 gallons 20,000 gallons	5:00am to 11:00pm
Dunnellon Compound 10055 SW 80th Ave Road Dunnellon, FL 34432	Unleaded Gasoline Ultra Low Sulfur Diesel #2 (Two tanks)	2,000 gallons 8,000 gallons 8,000 gallons	9:00am to 2:00pm
Maintenance Compound 1105 SE 7th Road Ocala, FL 34474	Unleaded Gasoline Ultra Low Sulfur Diesel #2	10,000 gallons 2,000 gallons	9:00am to 1:00pm
North Marion Compound 3881 NW 155th Street Reddick, FL 32686	Unleaded Gasoline Ultra Low Sulfur Diesel #2	2,000 gallons 10,000 gallons	5:00am to 4:00pm
Lake Weir Compound 10220 SE Sunset Harbor Summerfield, FL 34491	Ultra Low Sulfur Diesel #2	12,000 gallons	5:00am to 4:00pm
Liberty Middle Compound 4773 SW 95th Street Ocala, FL 34476	Unleaded Gasoline Ultra Low Sulfur Diesel #2	10,000 gallons 12,000 gallons	5:00am to 5:00pm

Marion County School Board Diesel Generator Locations

Belleview High School 10400 SE 36th Avenue Belleview, Florida 34420	#2-D Ultra low sulfur diesel, dyed	500-gallon generator 1,025-gallon generator	As needed. Call schools for times.
Belleview Middle School 10500 SE 36th Ave Belleview, Florida 34420	#2-D Ultra low sulfur diesel, dyed	500-gallon generator 1,028-gallon generator	As needed. Call schools for times.
Ft. McCoy School 16160 NE Highway 315 Fort McCoy, Florida 32134	#2-D Ultra low sulfur diesel, dyed	250-gallon generator 113-gallon generator	As needed. Call schools for times.
Hammett Bowen Elem 4397 SW 95th Street Ocala, Florida 34476	#2-D Ultra low sulfur diesel, dyed	750-gallon generator	As needed. Call schools for times.
Horizon Academy 365 Marion Oaks Drive Ocala, Florida 34473	#2-D Ultra low sulfur diesel, dyed	250-gallon generator	As needed. Call schools for times.
Liberty Middle School 4773 SW 95th St Ocala, Florida 34476	#2-D Ultra low sulfur diesel, dyed	13,800-gallon generator	As needed. Call schools for times.
Lake Weir High School 10351 SE Maricamp Road Ocala, Florida 34491	#2-D Ultra low sulfur diesel, dyed	1,500-gallon generator	As needed. Call schools for times.
Maplewood Elementary School 4751 SE 24th St. Ocala, Florida 34471	#2-D Ultra low sulfur diesel, dyed	200-gallon generator	As needed. Call schools for times.
North Marion High School 151 W. Hwy 329 Citra, Florida 32113	#2-D Ultra low sulfur diesel, dyed	1,025-gallon generator	As needed. Call schools for times.
North Marion Middle 2085 NW Hwy 329 Citra, Florida 32113	#2-D Ultra low sulfur diesel, dyed	150-gallon generator 1,300-gallon generator	As needed. Call schools for times.
Technical Services 1101 SW 7th Rd. Ocala, Florida 34471	#2-D Ultra low sulfur diesel, dyed	3 250-gallon generators 1 150-gallon generator	As needed. Call schools for times.
Northwest Transportation 5470 NW Gainesville Rd. Ocala, Florida 34475	#2-D Ultra low sulfur diesel, dyed	625-gallon generator	As needed. Call schools for times.
Vanguard High School 7 NW 28th Street Ocala, Florida 34475	#2-D Ultra low sulfur diesel, dyed	765-gallon generator	As needed. Call schools for times.

The School Board of Marion County, Florida Estimated Annual Quantities

Gasoline	98,400	Gallons
Diesel	660,000	Gallons
Red Dye Diesel	0-6,000	Gallons
Gasoline to Liberty Middle	4,800	Gallons

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

"Exhibit B"

City of Ocala Fuel Depot Locations

Delivery Locations	Type of Fuel	Tank Size(s)	Delivery Times
City Complex Fuel Island, 2100 NE 30th Avenue Ocala, FL 34470	Ultra Low Sulfur Diesel #2	8,000 Gallons 12,000 Gallons 18,000 Gallons	8:00 A.M. – 2:30 P.M. Monday - Friday
City Complex Fuel Island, 2100 NE 30th Avenue Ocala, FL 34470	Unleaded Gasoline 87 Octane	8,000 Gallons 6,000 Gallons 14,000 Gallons	8:00 A.M. – 2:30 P.M. Monday - Friday
Fire Station #6 5220 SW 50th Ct, Ocala, FL 34474	Ultra-Low Sulfur Diesel #2	10,000 Gallon Flameshield Split tank turnkey fuel system (Above Ground)	8:00AM to 2:30 PM Monday – Friday
Fire Station #6 5220 SW 50th Ct, Ocala, FL 34474	Unleaded Gasoline 87 Octane		8:00AM to 2:30 PM Monday – Friday

City of Ocala Estimated Annual Quantities

Gasoline	303,579.10	Gallons
Diesel	493,618.80	Gallons

Estimated Usage per year for Fire Station #6

Gasoline	30,000	Gallons
Diesel	6,500	Gallons

Exhibit B - Bid Tabulation

FLT/230544

SCHOOL BOARD OF MARION COUNTY FLORIDA, *"AN EQUAL OPPORTUNITY SCHOOL DISTRICT"*
Bid Tabulation Posted: 4/21/23
BID #3980GM
Bid Title: Gasoline, Diesel, and Biodiesel, Joint Entity Term Contract ~ Term: May 30, 2023 to June 30, 2024
Date & Time Due: Wednesday, April 12, 2023 @ 2:00 PM
Board Date: May 9, 2023
Budgeted Department: Transportation and Technical Services
Estimated Budgeted Resources $ 4,500,000

		Secondary Awardee for Red Dye Diesel	Primary Awardee for Red Dye Diesel		Secondary Awardee for Gas and Diesel		Awarded Biodiesel		Primary Awardee for Gas and Diesel	
	Vendors	**Clardy Oil Company, Ocala, FL**	**Colonial Oil Industries, Inc, Savannah, GA**		**Indigo Energy Partners, LLC, Gainesville, GA**		**Mansfield Oil Company of Gainesville, Inc., Gainesville, GA**		**Petroleum Traders Corporation, Fort Wayne, IN**	
	Vendor ID	**CLARDY_O001**	**NEW**		**INDIGO_E000**		**MANSFIEL000**		**PETROLEU002**	
	Drug Free Workplace	**Y**	**Y**		**Y**		**Y**		**Y**	
	Certificate of Liability	**N**	**Y**		**Y**		**Y**		**N**	
	Common Carrier Waiver	**N**	**Y**		**Y**		**Y**		**Y**	
	Certification Regarding Debarment	**Y**	**Y**		**Y**		**Y**		**Y**	
	Preference Document / %	**Florida**	**Georgia / Reciprocal 5%**		**Georgia / No Preference 5%**		**Georgia / No Preference (Automatic 5%)**		**Indiana / 1%**	
	Redacted Copy Provided	**N**	**N**		**Y**		**N**		**N**	
	Qualification Statement	**Y**	**Y**		**Y**		**Y**		**Y**	
	W-9	**Y**	**Y**		**Y**		**Y**		**Y**	

Type of Fuel

#	Description	Unit Price	Unit Price	Preference Adjustment	Unit Price	Preference Adjustment	Unit Price	Preference Adjustment	Unit Price	Preference Adjustment
1	Gasoline, Unleaded, 87 Octane	NO BID	0.157000	0.1648500	NO BID		-$0.0033	-$0.00314	-$0.0682	-$0.06752
2	Gasoline, Unleaded, 87 Octane, E-10	$0.049000	-0.028000	-0.0266000	-0.0350	-0.0332500	-$0.0374	-$0.03553	-$0.0582	-$0.05762
3	Diesel Fuel, Grade 2D, Ultra Low Sulfur	$0.049000	-0.043000	-0.0408500	-0.0300	-0.0285000	-$0.0098	-$0.00931	-$0.0452	-$0.04475
4	Biodiesel Blend Fuel, B5	NO BID	NO BID		NO BID		-$0.0098	-$0.00931	NO BID	
5	Gasoline, Unleaded, 87 Octane, E-10, Delivered to Liberty Middle School (500 gal tank)	ALL BIDS REJECTED								
6	Ultra Low Sulfer Diesel Fuel, Red Dye, Grade No. 2-D, Delivered to Diesel Generator Sites	$0.990000	$0.862000	$0.90510	NO BID		NO BID		NO BID	

Allowable Fees

#	Description	Unit Price	Unit Price	Preference Adjustment	Unit Price	Preference Adjustment	Unit Price	Preference Adjustment	Unit Price	Preference Adjustment
7	Freight Charges: Gasoline, per gallon	$0.06312	$0.1111	$0.116655	$0.0760	$0.079800	$0.0846	$0.08883	$0.0772	$0.077972
8	Freight Charges: Diesel, per gallon	$0.07138	$0.1149	$0.120645	$0.0858	$0.090090	$0.0893	$0.09377	$0.0893	$0.090193
9	Freight Charges: Bio-Diesel, per gallon	NO BID	NO BID		NO BID		$0.0893	$0.09377	NO BID	
10	Bank Card Charge/ P-Card Charge, % upcharge	NO BID	3%		4%		3.5%		NO BID	
11	Same Day Delivery Charge, per delivery	$100.00	$350.00		$75.00		$100.00		$100.00	
12	Pump Off Charge, per delivery	$50.00	$70.00		$65.00		$50.00		$60.00	
13	Multiple Stop Delivery, per stop	$50.00	$50.00		$65.00		$50.00		$50.00	
14	Demurrage/ Excessive Delay Charge, per delivery	$80.00	$95/Hr		$100/Hr		$75/Per hour		$100/ per hour	
15	Back Haul Charge, per daily deliveries	$250.00	$350.00		$250.00		$200.00		$450.00	
16	Less than Transport Load Charge, per gallon	$0.075	$0.1111		$0.0810		$0.0893		$0.0800	

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

SCHOOL BOARD OF MARION COUNTY FLORIDA, "*AN EQUAL OPPORTUNITY SCHOOL DISTRICT*"
Bid Tabulation Posted: 4/21/23
BID #3980GM
Bid Title: Gasoline, Diesel, and Biodiesel, Joint Entity Term Contract ~ Term: May 30, 2023 to June 30, 2024
Date & Time Due: Wednesday, April 12, 2023 @ 2:00 PM
Board Date: May 9, 2023
Budgeted Department: Transportation and Technical Services
Estimated Budgeted Resources $ 4,500,000

		Secondary Awardee for Red Dye Diesel	Primary Awardee for Red Dye Diesel		Secondary Awardee for Gas and Diesel		Awarded Biodiesel		Primary Awardee for Gas and Diesel	
	Vendors	**Clardy Oil Company, Ocala, FL**	**Colonial Oil Industries, Inc, Savannah, GA**		**Indigo Energy Partners, LLC, Gainesville, GA**		**Mansfield Oil Company of Gainesville, Inc., Gainesville, GA**		**Petroleum Traders Corporation, Fort Wayne, IN**	
	Bulk Fuel									
	Gasoline Markup Plus Freight		$0.268100	$0.281505			$0.081300	$0.085695	**$0.009000**	**$0.010454**
	Gasoline (E-10) Markup Plus Freight	$0.112120	$0.083100	$0.090055	**$0.041000**	**$0.046550**	$0.047200	$0.053300	**$0.019000**	**$0.020354**
	Diesel Markup Plus Freight	$0.120380	$0.071900	$0.079795	**$0.055800**	**$0.061590**	$0.079500	$0.084455	**$0.044100**	**$0.045445**
	Biodiesel Markup Plus Freight	NO BID	NO BID		NO BID		**$0.079500**	**$0.084455**	NO BID	
	Red Dye Diesel									
	Red Dye Diesel Markup Plus Freight	**$1.0614**	**$0.9769**	**$1.0257**	NO BID		NO BID		NO BID	
	Calculation for Estimated Quantities in Bid for MCPS									
	gasoline - 98,400g	$11,032.61	$8,177.04	$8,861.41	$4,034.40	$4,580.52	$4,644.48	$5,244.72	$1,869.60	$2,002.83
	diesel - 660,000g	$79,450.80	$47,454.00	$52,664.70	$36,828.00	$40,649.40	$52,470.00	$55,740.30	$29,106.00	$29,993.70
	TOTAL	$90,483.41	$55,631.04	$61,526.11	$40,862.40	$45,229.92	$57,114.48	$60,985.02	**$30,975.60**	**$31,996.53**
	Calculation for Estimated Quantities in Bid for City of Ocala									
	Gasoline - 330,579.10g	$37,064.53	$27,471.12	$29,770.30	$13,553.74	$15,388.46	$15,603.33	$17,619.87	$6,281.00	$6,728.61
	Diesel - 500,118.8g	$60,204.30	$35,958.54	$39,906.98	$27,906.63	$30,802.32	$39,759.44	$42,237.53	$22,055.24	$22,727.90
	TOTAL	$97,268.83	$63,429.66	$69,677.28	$41,460.37	$46,190.77	$55,362.78	$59,857.40	$28,336.24	$29,456.51
	Grand Total for Bulk Fuel to Both City of Ocala and The School Board of Marion County, Florida	$187,752.24	$119,060.70	$131,203.39	**$82,322.77**	**$91,420.69**	$112,477.26	$120,842.42	**$59,311.84**	**$61,453.04**

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

Exhibit C

General Conditions, Instructions and Information for Bidders

Sealed Bids: One copy of the executed Invitation to Bid page and Proposal Form page(s) must be returned with the bid in order for the bid to be considered for award. All bids are subject to all the conditions specified herein (all General Conditions on the attached bid documents and any addenda issued thereto). Any failure on the part of the bidder to comply with the specifications, terms and conditions of this Invitation to Bid shall be reason for termination of contract.

1. **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided above. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. All bids must be completed in ink or typewritten if submitted as a manual document. If the bid is hosted by a third-party company, all bid forms must be completed electronically. Corrections must be initialed by the person signing the bid. Any corrections not initialed will not be tabulated. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids may not be considered. Clarification of bids submitted shall be in letter form, signed by the bidders and attached to the bid.

2. **NO BID:** If not submitting a bid, respond by returning the enclosed "Statement of No Bid" form and explain the reason. Note: A bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated bid opening date and hour.

3. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total (if applicable). Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for a payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

4. **TAXES:** All Stakeholders are exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8012622222C-6, and the City of Ocala 59-6000392 appears on each purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School Board-owned real property as defined in §192, Fla. Stat. (2022).

5. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. School Board is not responsible for Bidder's failure to obtain complete bidding documents. School Board reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda.

6. **TERM:** Bidder warrants by virtue of bidding that price(s) shall remain firm for a period of (1) year from the date of Board Approval or time stated in special conditions.

7. **USE OF OTHER CONTRACTS:** Stakeholders reserve the right to utilize any other State of Florida contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or Fla. Admin. Code R. 6A-1.012 in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. Stakeholders also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.

8. **FLORIDA PREFERENCE:** Pursuant to §287.084, Fla. Stat. (2022), and subject to applicable federal law, the School Board shall make appropriate adjustments to pricing of responses when proposals have been submitted by bidders having a principal place of business outside the State of Florida. This Florida Statute applies to purchases of personal property. **If applicable to this bid, the details for Florida Preference will be indicated under special conditions**.

9. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

10. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL-listed; or have passed the re-examination testing, where such has been established by UL for the items offered and furnished.

11. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in the space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

12. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the Stakeholder's intent to rule out other competition; therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The School Board shall be the sole judge concerning the merits of the bids submitted.

    Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other- than-specified items offered require complete descriptive technical literature marked to indicate detail(s) conformance with specifications.

13. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the School Board with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

repairs and/or replacements immediately upon receiving notice from the School Board.

14. **PRODUCT TESTING:** Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the Stakeholders.

15. **INSPECTION AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Stakeholders will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the materials and/or services supplied to the Stakeholders are found to be defective or do not conform to specifications, the Stakeholders reserve the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.

16. **FACILITIES:** School Board reserves the right to inspect the Awarded Bidder's facilities at any time with prior notice. School Board may use the information obtained from this inspection in determining whether a Bidder is a responsible Bidder.

17. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the Stakeholders may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.

18. **COPYRIGHTS OR PATENT RIGHTS:** The Awarded Proposer, without exception, shall indemnify and save harmless Stakeholders and their employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Agreement, including its use by the Stakeholders, or copyright, it is mutually understood and agreed without exception that the bid prices include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

    All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by Stakeholders, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Proposer shall defend, indemnify and hold the Stakeholders and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Proposer of any third-party patent, copyright or trademark or (ii) misappropriation by Proposer of any third-party trade secret in connection with any of the foregoing. Proposer will indemnify and hold harmless the Stakeholders from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the Stakeholders. If Proposer uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. In addition, Proposers awarded contracts involving Federal Funds are subject Rights to Invention as set forth in 37 CFR 401.

19. **MANUFACTURER'S CERTIFICATION:** The School Board reserves the right to request from bidders separate manufacturer certification of all statements made in the proposal.

20. **OCCUPATIONAL HEALTH AND SAFETY:** A Safety Data Sheet (SDS) must be submitted with the bid submittal for all hazardous materials and chemicals or at the request of the School Board. Failure to submit the required SDS may be cause for rejection of the bid submittal. The SDS shall also be provided with the initial shipment and shall be revised on a timely basis as appropriate. The SDS must include the following information:

    A. The chemical name and the common name of the toxic substance.

    B. The hazards or other risks in the use of the toxic substance, including:
        1. The potential for fire, explosion, corrosion and reactivity.
        2. The known acute and chronic health effects of risks from exposure, including the medical conditions, which are generally recognized as being aggravated by exposure to the toxic substance.
        3. The primary routes of entry and symptoms of overexposure.

    C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substance; including appropriate emergency treatment in case of overexposure.

    D. The emergency procedure for spills, fire, disposal, and first aid.

    E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

    F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

    Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014. Telephone: 1-800-367-4378.

21. **OSHA:** The bidder warrants that the product/services supplied to the Stakeholders shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended; and failure to comply with this condition will be considered as a breach of contract.

22. **CONSUMER PRODUCT SAFETY COMMISSION COMPLIANCE:** Any products supplied by a Bidder(s) under this solicitation will comply with the provisions of the Consumer Product Safety Improvement Act (CPSIA) of 2008. (Public Law 110-314) CPSIA regulates furniture products that include any lead-containing paint; or any products intended primarily for children 12 years of age or younger with lead in any component or in the products themselves; and certain products, such as toys or child care articles containing phthalates (esters mainly found in plastics). Any product supplied that falls under CPSIA definitions must have a manufacturer-furnished

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

"Certificate of Conformity" with each shipment of covered products. The specific rule covering certificates can be found at: https://www.cpsc.gov/Business--Manufacturing/Testing-Certification/General-Certificate-of-Conformity-GCC

23. **ANTI-DISCRIMINATION:** The bidder certifies that he or she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246; as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race (including anti-Semitism), ethnicity, color, national origin, sex, sexual orientation, disability (including HIV, AIDS, or sickle cell trait), pregnancy, religion, marital status, age (except as authorized by law), military status, ancestry, or genetic information, which are classes protected by State and/or Federal law.

24. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results as a part of any commercial advertising without prior approval of the Stakeholders.

25. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of §112, Fla. Stat. (2022). All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the Stakeholders. Further, all bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the bidder's firm or any of its branches.

26. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Stakeholder's respective Boards shall be final and binding on both parties.

27. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Specifically, bidder(s) is to adhere to the policies of the Stakeholders, pursuant to the following, with respect to any criminal arrests and convictions; and is on notice thereto that any employees involved in any §435, Fla. Stat. (2022) offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the vendor's contract at the sole discretion of Stakeholders. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

28. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder, when said offer is accepted by approval by the Stakeholders Respective Boards. In case of a default on the part of the bidder after such acceptance, the Stakeholders may take such action, as it deems appropriate including legal action for damages or specific performance.

29. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where bidders are required to enter or go onto Stakeholder property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full-duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the Stakeholders incurred by bidder, bidder's employees, licenses of the bidder or agent, or any person the bidder has designated in completion of his or her contract as a result of his or her bid. Further, bidder shall be liable for all activities of bidder throughout the execution of this bid. Notwithstanding the foregoing, the liability herein shall be limited to one million dollars ($1,000,000) and the bidder recognizes that, and covenants that he or she has received consideration for indemnification provided herein.

    Bidder must have all Licenses, Certifications and Registrations required when performing the services described herein, in order for proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this proposal shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; by the City of Ocala, or by Marion County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five working days of notification.

    An Awarded Bidder who has any License, Certification or Registration either suspended, revoked or expired after the date of the Proposal Opening, shall provide notice to the Stakeholders within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Proposal Opening shall not relieve the Awarded Bidder of its responsibilities under this ITB

30. **SPECIFICATIONS:** Any omissions of detailed specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.

31. **BID BONDS AND PERFORMANCE BONDS:** A 5% Bid Bond, when required, shall be submitted with the bid. Bid Bonds will be returned to unsuccessful bidders. After awarding the contract, the School Board will notify the successful bidder to submit a 100% Performance Bond from a surety company registered in the State of Florida with a financial rating of A or better. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder. **If a bond is required, the details for the bond will be indicated under special conditions.**

32. **PAYMENT:** Payment will be made after the items/services awarded to a vendor have been received/completed, inspected and found to comply with award specifications, free of damage or defect and properly invoiced.

33. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions shall have precedence.

34. **ADDENDA TO RFP AND/OR BID:** If any addenda are issued, they will be placed on the website for viewing and downloading. It is the responsibility of each bidder to visit the website to determine if any addenda have been submitted respective of the bidding documents. Reference to the Bid Number will be made with the number of the addendum adjacent. Each bidder or proposer is responsible for determining whether addenda have been issued and must acknowledge receipt when submitting bids or proposals.

35. **FORCE MAJEURE:** Notwithstanding anything herein to the contrary, the Contractor shall not be deemed in violation of this Agreement if he or she is prevented from performing any of the obligations hereunder for any reason beyond their reasonable control; including, without limitation: Acts of God; acts of war; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; lockouts; fire; floods; hurricanes; epidemics; pandemics; government regulations; and the issuance or extension of existing government orders of the United States; unavoidable casualties or action or promulgation of any statute, rule, regulation or order by any federal, state or local governmental or judicial agency or official (including the revocation or refusal to grant licenses or permits, where such revocation or refusal is not directly caused by the Contractor); or any other event constituting Force Majeure under this Agreement.

36. **EMERGENCY / STORM-RELATED CATASTROPHE:** Due to acts of God, acts of terrorism or war, any contractors working with the School Board shall acknowledge and agree to the following terms

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

and conditions. This will allow the School Board to obtain Federal funding, if available:

FAMILIARITY WITH LAWS

The bidder is required to be familiar with all Federal, State, and local laws, ordinances, rules and regulations that may in any manner affect the work. Ignorance on the part of the contractor will in no way relieve him or her from any responsibility or liability arising from the award. The awarded contractor assures and certifies that he or she will comply with:

A. U.S. EPA Asbestos Containing Materials in Schools
B. Contract Work Hours and Safety Standards Act of 1962
C. Federal Fair Labor Standards Act
D. Title VI of the Civil Rights Act of 1964
E. Age Discrimination Act of 1975
F. Executive Order 11246 as amended by Executive Orders 11375 and 12086 related to discrimination
G. Americans with Disabilities Act
H. Anti-Kickback Act of 1986, 41 U.S.C. Section 51
I. The Hatch Act, 18 U.S.C. 594, 598, 600-605
J. Uniform Federal Accessibility Standards, 41 C.F.R. Section 101-19.6
K. Title IX of the Education Amendments of 1972, 20 U.S.C.: 1681-1683 and 1685-1686 prohibiting discrimination on the basis of sex
L. Comprehensive Alcohol and Alcoholism Prevention Treatment and Rehabilitation Act of 1970, 42 U.S.C. 4521-45-94
M. Public Health Service Act of 1912, 42 U.S.C. 290 dd-3 and 290 ee-3
N. Lead-Based Paint Poison Prevention Act
O. Energy Policy and Conservation Act, P.L. 94-163: 42 U.S.C.
P. Clean Air Act of 1955, 42 U.S.C. 7401-7642
Q. Clean Water Act of 1977
R. Immigration and Nationality Act, 8 U.S.C. Section 1324a(e) Section 274A(e)
S. Records Retention, 34 C.F.R.

37. **PRESS RELEASES AND PUBLICITY:** The bidder shall make no announcements or news releases pertaining to his or her participation in this bid or the award of this contract, including his or her representatives or agents, without authorization from the Purchasing Department.

38. **PURCHASES BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of

Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

39. **CHARTER SCHOOLS:** Items or Services awarded under this Agreement must be made available to Charter Schools approved by the School Board. School Board is not responsible or liable for purchases that may be made by Charter Schools.

40. **SOURCE OF DOCUMENTS:** Unless otherwise indicated in the bidding document, any solicitation downloaded from sources other than the School Board Purchasing Department website may not be the official and final version; and may result in the rejection of a quote/submittal/bid/proposal if not based upon an accurate rendition of the solicitation.

41. **CONTACTING SCHOOL BOARD STAFF:** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting of the notice of intended award, any employee or officer of the Stakeholders concerning any aspect of this solicitation, except in writing to the Purchasing Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

42. **AWARDS:** In the best interest of the Stakeholders, the Purchasing Department reserves the right to reject any and all bids and to waive any irregularity or minor technicalities in bids received; to not accept any item or group of items unless qualified by bidder; and/or to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the bid sheets must be noted "**Bid Is For Specified Quantity Only.**" All awards made as a result of this bid shall conform to applicable Florida Statutes.

43. **AUDITS, RECORDS, AND RECORDS RETENTION:** The Stakeholders or its representative reserves the right to inspect and/or audit all the bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the Stakeholders representative and may include, but are not limited to, all correspondence; ordering, payment, inspection and receiving records; and contracts or sub-contracts that directly or indirectly pertain to the transactions between the Stakeholders and the bidder.

A. To retain all vendor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract; or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
B. Upon completion or termination of the contract and at the request of the Stakeholders, the vendor will cooperate with the Stakeholders to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
C. Any company providing services to Stakeholders specifically acknowledges its obligation to comply with State of Florida's public records laws that require company to keep and maintain public records that Stakeholders would ordinarily and necessarily require in order to perform the contracted service; upon request from the Stakeholder's custodian of public records, provide the Stakeholders with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; ensure that exempt and/or confidential public records are not disclosed; comply with all requirements for retaining public records; upon completion of the contract, transfer, at no cost, to the Stakeholders all public records in possession of the vendor or keep and maintain public records required by the Stakeholder to perform the service. If the vendor transfers all public records to the Stakeholder upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Stakeholder, upon request from the Stakeholder's custodian of

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

public records, in a format that is compatible with the information systems of the Stakeholders. Section 119.0701, Fla. Stat. (2022)."

D. Persons duly authorized by the Stakeholders and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

E. To include these aforementioned audit and record-keeping requirements in all approved subcontracts and assignments.

44. **FEDERAL GRANTS TERMS AND CONDITIONS**: For any solicitation that involves, receives, or utilizes Federal Grants funding, the following terms and conditions must be considered a part of the solicitation and resulting award and the bidder accepts and acknowledges that it is and will continue to remain in compliance with said terms and conditions for the term of the award.

A. **Equal Employment Opportunity** The CONTRACTOR agrees to comply with the provisions of the Civil Rights Act of 1991 (Pub. L. 102-155); the Civil Rights Act of 1964, (Pub. L. 88-352) (Title VII), as amended; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; Section 1000.05, Fla. Stats. (2022); the Pregnancy Discrimination Act of 1978; and the Family Medical Leave Act of 1993. CONTRACTOR further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age, or marital status. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." CONTRACTOR shall in accordance with Section 202 of Executive Order No. 11246 of September 24, 1965, post copies of required notices in conspicuous places available to employees and applicants for employment. CONTRACTOR shall comply with all rules, regulations and relevant orders of the Secretary of Labor.

B. **Davis-Bacon Act, As Amended** (40 U.S.C. 276A TO A-7) CONTRACTOR, certifies that it is, and will continue for the term of this Agreement, to be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the CONTRACTOR is herein required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR agrees to pay wages not less than once a week. CONTRACTOR must provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. CONTRACTOR acknowledge that the decision to award this Agreement or subcontract is conditioned upon the acceptance of the wage determination which the CONTRACTOR accepts. The CONTRACTOR agrees to report all suspected or reported violations to the Federal awarding agency and to notify SCHOOL BOARD concurrently. CONTRACTOR certifies that it is, and will continue to be, for the term of this Agreement in full compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (28 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in construction, completion, or repair or public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

C. **Copeland "Anti-Kickback" Act** (2 CFR Part 200.326(D)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and sub grants for construction or repair.

D. **Asbestos and Formaldehyde Statement** All building materials, pressed boards, and furniture supplied to Stakeholders must be 100% asbestos free in accordance with 15 U.S.C. §2641. It is desirous that all building materials, pressed boards and furniture supplied to the Stakeholders also be 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing bid, that if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos and formaldehyde free will be supplied.

E. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327-333) CONTRACTOR, certifies that it is, and will continue for the term of this Agreement, to be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. **Clean Air and Water Pollution Acts** If this Agreement involves Federal funds and is over $150,000, CONTRACTOR must comply with all applicable standards, orders, or regulations of the Clean Air Act, as Amended (42 U.S.C. 7401 et seq) and the Federal Water Pollution Control Act, (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations codified in Title 50 of the Code of Federal Regulations. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). CONTRACTOR shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA, and notify Stakeholders concurrently within thirty (30) days of notice of the violation.

G. **Debarment and Suspension** Contractor must certify that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, Proposer certifies that neither it nor its principals is presently debarred, suspended, proposed for

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

H. **Byrd Anti-Lobbying Amendment**: If this Agreement is in excess of $100,000, CONTRACTOR shall comply with all applicable standards, orders, or regulations including, but not limited to:
   a. Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (Appendix A: 7 CFR. Part 3018); and
   b. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7 CFR Part 3018).

I. **Records Retention**: (2 CFR §200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub recipient.

J. **Access to Records** (2 CFR Part 200.336): Contractors and subcontractors must give access to the Stakeholders, the appropriate Federal agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Proposer(s), which is directly pertinent to this specific RFP for the purpose of making audit, examination, excerpts and transcripts.

K. **Rights to Inventions Made Under a Contract or Agreement** (2 CFR Part 200.326 (F)): The recipient or sub recipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency. Applies to Federal awards meeting the definition of "funding agreement" under 37 CFR §401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization.

L. **Procurement of Recovered Materials** (2 CFR §200.322): The non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Applies to items where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000. (2 CFR §200.323): A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **Domestic Preferences for Procurements** (2 CFR §200.322):
   A. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
   B. For purposes of this section:
      1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
      2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

N. **Compliance with State and Federal Regulations** By signing the bid, the Bidder shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state, and local governments, if required, for performance of any work under this Bid. Bidders awarded contracts involving Federal Funds and are cost reimbursable must be in compliance with 7 CFR 210.21. Bidders awarded contracts involving Federal Funds must be in compliance with the Energy and Policy Conservation Act (42 USC 6201). Bidders awarded contracts involving the employment of mechanics, laborers, or construction work must be in compliance with 50 USC Chapter.

During the term of any Agreement with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the Bidder shall immediately notify the Stakeholders, in writing. Bidders will also be required to provide access to records, which are directly pertinent to the Agreement and retain all required records for three years after the Board makes final payment.

O. **Child Nutrition** For all Bids for the purchase of food for Child Nutrition the following Buy American clause is applicable:

(1) Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when the product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple or competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

(2) All products that are normally purchased by Bidder as non-domestic and proposed as part of this ITB must be identified with the country of origin. Bidder shall outline their procedures to notify the School Board when products are purchased as non-domestic.

(3) Any substitution of a non-domestic product for a domestic product (which was originally a part of the bid), must be approved, in writing, by the School Board, prior to the delivery of the product.

(4) Any non-domestic product delivered to the School Board, without the prior, written approval of the School Board, will be rejected.

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

SPECIAL CONDITIONS

The Stakeholders reserve the right to reject any or all bids or any portion thereof. Stakeholders reserve the right to waive any informality that is in the best interest of the Stakeholders. Stakeholders reserves the right to secure expert advice when determining the best and lowest bid meeting the Stakeholders specifications. The intent of this bid is not to eliminate any vendor, but to establish minimum acceptable requirements.

Questions concerning this bid shall be addressed to:

Mr. Rick Collins, Purchasing Specialist
Purchasing Department
Rick.Collins@Marion.k12.fl.us

Bid Opening Dates are scheduled on Wednesdays at 2:00 PM unless bid states otherwise.

Location of Meeting: Bid opening will be held in the Purchasing Department, 506 SE 3rd Avenue, Ocala, Florida 34471, Wednesday, April 12, 2023 at 2:00PM.

The School Board supports the Americans with Disabilities Act of 1990, and we will take all reasonable steps to accommodate individuals using our services, programs and activities. Request for reasonable accommodations must be made at least two (2) working days in advance of the event.

A. **SCOPE:** The purpose and intent of this term contract is to secure firm pricing for the delivery of gasoline and diesel fuel for The Stakeholders. Biodiesel is not purchased at this time, but may be purchased at a later date.

Prior to the release of this Invitation to Bid (ITB), a review of State of Florida purchasing agreements and state term contracts available under §287.056, Fla. Stat. (2022) was conducted to determine if their use would be economically advantageous to the District.

B. **FLORIDA PREFERENCE:** Pursuant to §287.084, Fla. Stat. (2022), and subject to applicable federal law, the Stakeholders shall make appropriate adjustments to pricing of responses when proposals have been submitted by bidders having a principal place of business outside the State of Florida.

A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. THE "BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS" OR SIMILAR FORM IN COMPLIANCE WITH §287.084, FLA. STAT. (2022) MUST BE EXECUTED AND SUBMITTED IN THIS BID PROCESS. SUCH OPINION SHOULD PERMIT SCHOOL BOARD'S RELIANCE ON SUCH ATTORNEY'S OPINION FOR PURPOSES OF COMPLYING

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

WITH §287.084, FLA. STAT. (2022). FAILURE TO EXECUTE AND SUBMIT THE "BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS" OR SIMILAR FORM IN COMPLIANCE WITH §287.084, FLA. STAT. (2022) DURING THIS BID PROCESS, MAY RESULT IN THE BID BEING CONSIDERED "NON-RESPONSIVE" AND THE BIDDER'S SUBMISSION BEING REJECTED.

C. **BID AND PERFORMANCE BONDS:** Not Required

D. **DELIVERY:** FOB Destination, Freight Prepaid with the exception of applicable freight charges found in the Proposal Form on page 45. Delivery will be to locations listed in Exhibit "A" and Exhibit "B" on Pages 43-44. Future locations may be added based upon Stakeholder requirements.

Successful bidders for the purchase of supplies are responsible for supplying all labor, materials and equipment required for the delivery of items as directed, at the delivery locations. A minimum of twenty-four (24) hours' advance notification of delivery is required from all freight carriers. All freight charges are to be in accordance with submitted bid pricing found on page 45. Complete documentation of all charges must accompany each invoice for payment. It is further agreed by all bidders signing this bid proposal that title to all items ordered remains with the vendor until received and accepted by the Stakeholders.

E. **PURCHASING CARDS:** The Stakeholders currently utilize Purchasing Cards in some cases to procure materials and services or for payment under this proposal. The Proposer, by submitting a proposal, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the Stakeholders Purchasing Card(s). Refusal to accept this condition may cause the proposal to be declared non-responsive, or result in revocation of the contract if already awarded.

F. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the Stakeholder, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him or her in the expeditious handling of damage claims the Stakeholder shall:

1. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
2. Report damage (visible and/or concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
3. Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

G. **PACKING SLIPS/BILL OF LADING:** It will be the responsibility of the awardee(s) to include a Bill of Lading with each shipment. Bill of Lading must reference the Stakeholder's purchase order number/control number. Failure to provide Bill of Lading with shipments will result in refusal of shipment at vendor's expense.

H. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the School Board to purchase these items on the open market. On all such purchases, the vendor failing to meet the bid requirements will be charged the additional cost. Further, the Stakeholders may recommend to School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of two years.

I. **RIGHT TO INSPECT PLANT:** The Stakeholders may, at reasonable times, inspect the part of the plant or place of business of the bidder(s), awardee(s), contractor(s) or any subcontractor(s) which is related to the performance of any contract awarded or to be awarded by the Stakeholders.

J. **AWARD:** It is anticipated that this bid will be awarded at the **May 9, 2023** Board meeting.

Methods of Award: In the best interest of the Stakeholders, the Purchasing Department reserves the right to reject any and all bids or to waive any irregularity or minor technicalities in bids received. Furthermore, the Purchasing Department can acquire additional quantities at the prices quoted for this invitation unless additional quantities are not acceptable, in which case, the bid/proposal sheets must be notated by the bidder "Bid is for Specified Quantity Only."

The method of award may be made in any of the following ways:

A. **"By Item"**- Each item in the bid may be awarded individually to the lowest responsive and responsible bidder.
B. **"All or None by Group, Section, or Category"**- The bid may be divided into Groups, Sections, or Categories of similar types of items if it would be impractical to split the award to multiple vendors. Each Group, Section or Category may be awarded to the lowest responsive and responsible bidder for all items contained within that Group, Section or Category. Bidders are required to bid all items considered for award of that Group, Section, or Category. After bids are opened and tabulated, the Purchasing Department reserves the right to delete one or more items of the balance of the items contained within that Group, Section, or Category, when doing so represents the best interests of the Stakeholders.
C. **"All or None"**- Submitted bid, in total.
D. **"Primary and Secondary Suppliers or Contractors"**- The bid can be awarded to both a Primary and a Secondary supplier or contractor when it is critical to have a backup source of supply, or when it is anticipated that one vendor cannot effectively handle the volume of business generated under the contract. In the event the Primary supplier or contractor cannot perform in accordance with the Stakeholders needs, the Stakeholders reserves the right to use the Secondary supplier or contractor at its sole discretion. The Primary and

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

Secondary suppliers or contractors are defined as the two lowest, responsive and responsible bidders.

Basis of Award: When price and specification compliance are the primary criteria for making the vendor selection, the Purchasing Department will recommend the **lowest** bid price from a responsive and responsible bidder(s) to the Stakeholders. The Stakeholders may apply all or any part of the following criteria to determine if a bidder is responsible:

A. Stakeholder's past experience with the firm
B. The capabilities of management and technical staff within the firm
C. Customer references
D. Service after the sale
E. Location of the firm and service facilities and its ability to provide the service or supply to the Stakeholders in a timely manner
F. Professional credentials

A "**Responsive**" bidder is defined as one whose bid or proposal is in substantial conformance with the material requirements of the bid.

A "**Responsible**" bidder is defined as one who is able to satisfactorily perform the work described in the invitation to bid or request for proposal.

The Stakeholders reserves the right to reject any offer or bid if the prices are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the district, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line items and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the marketplace. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Specialist, citing the basis for the determination.

Multiple Award: The Stakeholders reserve the right to award multiple vendors when in the best interests of the Stakeholders.

K. **TERM OF CONTRACT:** The term of any awarded contract shall be from **May 30, 2023** through **June 30, 2024**, and may be renewable for three (3) additional one-year periods by mutual agreement between the Stakeholders and the awardee(s). If considering renewal, the Stakeholders, through the Purchasing Department, will request a letter of intent to renew from the awardee prior to the end of the current contract period. In addition to any renewal options contained herein, the Stakeholders have the right to extend (up to six months) any award resulting from this bid for the period of time necessary for the Stakeholders to release, award, and implement a replacement agreement for the commodities and/or services provided in this

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

bid. The awardee agrees to this condition by signing his or her bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All prices shall be firm for the term of the bid.

L. **ADJUSTMENTS TO CONTRACT TERMS AND CONDITIONS NECESSITATED BY VOLATILITY OF THE MARKETPLACE:** The Stakeholders may, in its sole discretion, make an equitable adjustment in the contract term and/or pricing, if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace; that is, by circumstances that satisfy all of the following criteria:

1. The volatility is due to causes wholly beyond the vendor's control.
2. The volatility affects the marketplace or industry, not just the particular vendor's source of supply.
3. The effect on pricing or availability of supply is substantial.
4. The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the Stakeholders. Requests for adjustments will not be considered more than once in a 180-day period.

M. **REBATES, INCENTIVES, REDUCTIONS:** All forms of price reductions, rebates and incentives, whether negotiated or offered from awarded suppliers, distributors, dealerships or manufacturers will be evidenced and credited against prices established in the award of all bids for commodities or services. Credits for any price reductions will be indicated against final or invoiced price. Incentives and/or rebates shall be credited against invoices and so indicated. Payment in the form of incentive, rebate, or reduction must be made payable to each Stakeholder and clearly identify the bid number and corresponding order or invoice that the incentive, rebate, or reduction was applied. If Federal Funding is used, all goods, services, or monies received as the result of any equipment or government commodity rebates, incentives, or reductions shall be credited to the SFA's nonprofit food service account.

N. **BIDDERS RESPONSIBILITY:** Before submitting his or her bid, each bidder is required to carefully examine the invitation to bid specification and to completely familiarize oneself with all of the terms and conditions that are contained within this bid. Ignorance on the part of the bidder will in no way relieve him or her of any of the obligations and responsibilities which are a part of this bid.

O. **MANUFACTURER'S AUTHORIZATION:** The bidder must supply a letter from each manufacturer for any items which he or she is bidding. The manufacturer's letter(s) shall indicate authorization to market, sell, distribute, warrant, or supply any product or service offered by the manufacturer through the vendor named in the bidding documents. Failure to comply may cause your bid submission to be deemed non-responsive to the terms of this solicitation.

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

P. **W-9 Form - Request for Taxpayer Identification Number and Certification:** The bidder must fully complete and submit a W-9 with his or her bid submission, which may be found on the Purchasing Homepage: http://www.marionschools.net/cms/lib010/FL01903465/Centricity/Domain/14548/fw9.pdf

Failure to comply may cause your bid submission to be deemed non-responsive to the terms of this solicitation.

Q. **SEALED BID REQUIREMENTS:** The "Invitation To Bid" bidder's acknowledgment sheet must be completed, signed, and returned. In addition, the Proposal Pages(s) on which the bidder actually submits a bid must be executed and submitted with this bid. Bids received that fail to comply with these requirements shall not be considered for award.

R. **CONTRACT:** The submission of a bid constitutes an offer by the bidder. Upon acceptance by the School Board, the Purchasing Department will post the tabulation on its website (See Bid Tabulations, Recommendations & Protest under Special Conditions). Purchase order(s) for any supplies, equipment and/or services will be placed per the term of this bid. The bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and Stakeholders. Unless otherwise stipulated by the City of Ocala in the bid documents, no other contract documents shall be issued or accepted.

S. **PURCHASE AGREEMENT**: This bid, and the corresponding Purchase Orders, will constitute the complete Agreement. Stakeholders will not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any Stakeholder employee for signature or without signature requirement, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed or accepted, said document shall not be binding on the Stakeholders.

T. **ESTIMATED DOLLAR VALUE:** No guarantee of the dollar amount of this bid is implied or given.

U. **SUBCONTRACTORS:** No part of this contract shall be subcontracted without the expressed permission of the Purchasing Department. Any request to subcontract must be in writing and accompanied by a copy of the subcontracting company's Marion County License and details of their contract.

The utilization of fuel transport companies will NOT be considered subcontracting.

V. **HOURS OF OPERATION:** The supplier, vendor, and/or shipper are advised that normal delivery shall occur during normal business hours.

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

W. **WARRANTY:** Supplier shall guarantee entire order to be free of defects in workmanship and materials for no less than one year from date installation is accepted. Supplier and/or installer shall repair and/or replace, at no cost to the Stakeholders, any defects or malfunctions noted during the warranty period and shall in addition transfer to the owner any manufacturer's guarantee for supplier/installer furnished equipment extending beyond this contract period. Supplier shall provide the manufacturer's warranty in writing.

X. **PRODUCT RECALL:** Vendor assumes full responsibility of prompt notification to the purchasing agent of any product recall in accordance with the applicable State and Federal regulations. Vendor shall, at the option of the ordering agency, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Vendor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the ordering agency.

Y. **CIVIL RIGHTS**: The contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities, and any additions or amendments.

Z. **PROHIBITION OF GRATUITIES**: By submission of a bid, bidder certifies that no employee of Stakeholders has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued as a result of this ITB may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

AA. **PERFORMANCE REVIEWS**: If Federal funding is used, the Stakeholders have a performance review process including cost, qualities, and vendor service. Evaluating and monitoring are done as part of a quality control program. The vendor report card determined to be less than satisfactory allows the School Board to exercise its right to cancellation of the award.

BB. **INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by the awarded bidders to The School Board of Marion County, Florida, indicating additional stakeholder City of Ocala by ertificate of Insurance. The Certificate of Insurance (Acord Form) must be submitted eleven (11) days prior to the Board approval date referenced in this solicitation. Failure to submit the required insurance documentation does not relieve the awarded bidder(s) of the obligation outlined in this section.
Original copies of Certificates of Insurance meeting the required provisions specified within this contract/agreement shall be forwarded to:

The School Board of Marion County, Florida
Attn: Purchasing Department
506 SE 3rd Avenue, Ocala, FL 34471

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days' written notice must be provided to the School Board via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the School Board or by any of its representatives, which indicate less coverage than required, does not constitute a waiver of the bidder's obligation to fulfill the insurance requirements herein.

The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department. For all contracts with a bid amount of $500,000 or more the actual **INSURANCE POLICY** must be included with the Certificate of Insurance.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with § 440, Fla. Stat. (2022) Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

Part One:	"Statutory"
Part Two:	$1,000,000 Each Accident
	$1,000,000 Disease-Policy Limit
	$1,000,000 Disease-Each Employee

2. **COMMERCIAL GENERAL LIABILITY:** Awarded bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance with a firm licensed in the state of Florida with a financial rating of A- or better. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **The School Board of Marion County, Florida and the City of Ocala shall be named as additional insured on the certificate and an endorsement for additional insured provided for commercial general liability insurance.**

   The minimum limits of coverage shall be $1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

3. **COMMON CARRIER INSURANCE WAIVER REQUEST:** Fill out the attachment "Common Carrier Insurance Waiver Request and submit with this bid if you are shipping by common carrier.

   OR

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

BUSINESS AUTOMOBILE LIABILITY: Awarded bidders shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance issued by a company licensed in the state of Florida with a financial rating of A- or better. **The School Board of Marion County, Florida and the City of Ocala shall be named as additional insured on the certificate and an endorsement for additional insured provided for business automobile liability.**

The minimum limits of coverage shall be $1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, the Stakeholders will accept hired and non-owned coverage in the amounts listed above. In addition, the Stakeholders will require an affidavit signed by the contractor indicating the following:

> *{Company Name}* does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, *{Company Name}* agrees to purchase "Any Auto" coverage as of the date of acquisition.

4. **POLLUTION LIABILITY:** Awarded bidders shall procure and maintain, for the life of this contract/agreement, Pollution Liability Insurance with a firm licensed in the state of Florida with a financial rating of A- or better. If on a claim made basis, coverage to continue for 3 years or tail coverage must be maintained.

   The School Board of Marion County, Florida and the City of Ocala shall be named as additional insured on the certificate and an endorsement for additional insured provided for pollution liability insurance.

   The minimum limits of coverage shall be $1,000,000.

CC. **INDEMNIFICATION/ HOLD HARMLESS AGREEMENT:** The bidder indemnifies the Stakeholders from any and all liability, loss or damage the School Board may suffer as a result of any claim, demand, cost, or judgment against it, related directly or indirectly to the performance of the bidder's obligations under the terms of this Contract. Said indemnity includes, but is not limited to, interest, court costs and attorney's fees incurred by the Stakeholders as a result of any action brought against it, as well as all attorney's fees, court costs and any other costs incurred by the Stakeholders in establishing the right to indemnification and collecting any judgment against the bidder. The bidder is not required to indemnify the Stakeholders for the proportion of liability a court determines is attributable to the negligence or willful misconduct of the Stakeholders. Stakeholders agree to notify the bidder in writing within ten (10) days of receipt of any notice of any action against Stakeholders pertaining to this matter. Such notice will be by certified mail, return receipt requested, or by overnight courier. A notification will be

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

deemed given on the date such notice is postmarked regardless of whether the bidder actually received said notification. The bidder further agrees in the event the court denies or reduces compensation to, or reimbursement of Stakeholders, the bidder will provide the Stakeholders with the full amount of compensation or reimbursement requested in its statement of services.

DD. **DUTY TO DEFEND**: The Awarded Bidder agrees, at its own expense, and upon written request by the Stakeholders, to defend any suit, action or demand brought against the Stakeholders on any claim or demand arising out of, resulting from or incidental to the Awarded Bidder's Performance under this Agreement.

EE. **PRODUCT LIABILITY:** Products insured for not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall be issued by a company licensed in the state of Florida with a financial rating of A- or better.

FF. **PRICE ADJUSTMENT:** The discounts, terms and conditions of this bid are to remain firm throughout the contract period and any renewal periods.

GG. **MINIUM ORDER:** Minimum order amounts are established on page 39. If bidder wishes to set a minimum order amount themselves, he or she must so indicate on the Proposal Form and will be considered only if determined to be in the best interest of the Stakeholders.

HH. **INVOICES:** Each invoice shall be furnished in duplicate: one copy (bill of lading) shall accompany job performed. For the District an invoice will be furnished to the Northwest Transportation Bus Garage. For the City of Ocala one copy shall be sent to their Finance Department. DO NOT combine purchase orders on same invoice.

II. **ORDERS:** The Stakeholders is not obligated to place any order with any supplier participating in this bid. However, all departments will be urged to refer to the awarded vendor(s) in order to obtain items in the most economical manner.

JJ. **LIAISON:** Successful bidder shall liaison with designated Stakeholders contact to schedule delivery of services or goods.

KK. **OCCUPATIONAL LICENSE:** When required by state or local ordinance, the bidder must provide a copy of the Occupational License of home state/county/city with his or her bid proposal. Alternately, he or she may provide a current Department of Professional Regulation certificate.

LL. **BACKGROUND SCREENING REQUIREMENTS:** The School Board is committed to the education and safety of its students and employees. To that end, any contractor awarded a contract will represent and warrant that the personnel assigned to the project do not possess criminal records that would violate the School Board's standards for employment as set forth by the Florida Department of Education.

Fingerprinting: Bidder agrees that as a condition of entering into this contract, pursuant to §§1012.32 and 1012.465, Fla. Stat. (2022), any person entering school grounds or having direct

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

contact with students on behalf of the bidder must meet Level 2 screening requirements as described in §1012.32, Fla. Stat. (2022). Screening will be at bidder's expense or employee's expense and must be completed and credentials issued by the School Board prior to the screened individual having access to students or to the school grounds.

E-Verify: Under Executive Order 11-116, and Section 448.095, Fla. Stats. (2022), CONTRACTOR must use the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Failure to comply with this provision is a material breach of the Agreement, and SCHOOL BOARD may choose to terminate the Agreement at its sole discretion.

MM. **FUNDING-OUT, TERMINATION, CANCELLATION:** Florida Statutes prohibit Stakeholders from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

It is necessary that fiscal funding-out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding-out provisions are an integral part of this bid and must be agreed to by all bidders:

Stakeholders may, during the contract period, terminate or discontinue the items covered in this bid only at the end of Stakeholder's then current fiscal year upon thirty (30) days prior written notice to the awardee(s).

Such prior written notice will state:

a. The lack of appropriated funds is the reason for termination.
b. Agreement not to replace the items or services being terminated with items or services with functions similar to those performed by the items or services covered in this bid from another vendor in the succeeding funding period.

"This written notification will thereafter release The School Board of Marion County, Florida or City of Ocala of all further obligations in any way related to such items or services covered herein."

This completed statement must be included as part of any lease agreement submitted by the successful bidder: No lease will be considered that does not include this provision for "funding-out."

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

NN. **USE OF OTHER CONTRACTS:** The Stakeholders reserves the right to utilize other School Board Contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement 6A-1.012 (5), or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012 (6) in lieu of any offer received or award made as a result of this bid, if it is in its best interest to do so. **The School Board also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.**

OO. **INSPECTION AND READING OF BID:** Bids will be publicly opened and only the names of respondents will be read at the opening. Per §119.071, Fla. Stat. (2022), sealed bids received in this competitive solicitation are exempt from public inspection until notice of an intended decision is made or until thirty (30) days after opening of the bids, whichever is earlier.

PP. **PUBLIC RECORDS:**

A. To the extent that Vendor meets the definition of "contractor" under § 119.0701, Fla. Stat. (2022), and in addition to other contract requirements provided by law, the Vendor agrees that it is acting as a contractor on behalf of the School Board as provided under § 119.0701(a) Fla. Stat. (2022), and as such it will comply with Florida's Public Records Law. Specifically, Vendor agrees that it will:

1. Keep and maintain public records that ordinarily and necessarily would be required by School Board in order to perform the services performed by the Vendor under contract;

2. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in § 119, Fla. Stat. (2022) or as otherwise provided by law;

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

4. Upon completion of the contract, transfer, at no cost, to School Board all public records in possession of the Vendor or keep and maintain public records required by the School Board to perform the service. If the Vendor transfers all public records to the School Board upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

B. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS**

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: PUBLIC RELATIONS AND COMMUNICATION OFFICER: KEVIN CHRISTIAN, APR, CPRC, AT (352) 671-7555, PUBLIC.RELATIONS@MARION.K12.FL.US OR IN PERSON AT 420-A SE ALVAREZ AVENUE, OCALA, FLORIDA 34471.

QQ. **CORRECTIONS:** All corrections of unit prices must be initialed by the same person signing the bid. This includes the use of correction fluid (White-Out) or any other method of correction. See General Condition 1, Execution of Bid, for acceptable means of correction.

RR. **POSSESSION OF FIREARMS / DRUG-FREE WORKPLACE:** Possession of firearms will not be tolerated on Stakeholders property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug-Free Workplace be tolerated.

Tobacco use on Stakeholders premises and property is subject to a zero-tolerance policy for tobacco use. All forms of tobacco use are prohibited.

Violations will be subject to the immediate termination provision heretofore stated in General Condition 18, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in his or her vehicle may park said vehicle on Stakeholders property. Furthermore, no person may possess or bring a firearm on Stakeholders property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on Stakeholders property, said employee will be terminated from the Stakeholders project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the Stakeholders project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the Stakeholders shall be terminated.

SS. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the School Board.

TT. **ORDERING PROCEDURE:** Specific Items: After approval of contract award by Stakeholders, separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

No item may be shipped or service performed that is not listed on the purchase order. Unless otherwise specified, entire shipment must be completed within 60 days.

UU. **PAYMENT TERMS:** Stakeholders payment terms are net thirty (30) days. Payment will not be processed until the following occurs:

1. The complete and satisfactory receipt of all items ordered on a purchase order.
2. The receipt of a properly billed invoice in the Finance Department.
3. The issuance of a change order for unit price increase, quantities ordered, and/or items substituted.

Invoices to the Stakeholders MUST include the following to permit verification of prices and expedite payment to vendors. **Therefore, every invoice MUST list the items below where applicable:**

1. Purchase order number.
2. Name and address of vendor, a unique invoice number and date of shipment.
3. Description of item ordered, model number and manufacturer.
4. Line item unit price, quantity, and description as reflected on the purchase order.
5. Line item total or extended price, minus bid discount as listed on purchase order.
6. Name and address of the location where merchandise was delivered.
7. All original invoices must be mailed to Finance Department/Accounts Payable as listed on the lower left corner of the purchase order.

Failure to correctly invoice in accordance with these guidelines may result in delay of payment. No payment will be made on partial shipments.

VV. **WITHDRAWAL:** A bidder may not withdraw a bid after the final call for bids at a designated time of opening. When a bidder wishes to withdraw a bid, a written request shall be submitted to the Purchasing Specialist and the request will be reviewed for consideration. In no case shall a bidder be granted a release from his or her bid or proposal more than one (1) time in a two (2) year period without penalty.

WW. **PUBLIC ENTITY CRIMES:** Per §287.133, Fla. Stat. (2022) - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat. (2022), for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

The bidder certifies, by submission of this bid, that neither he or she nor his or her principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

XX. **DEFAULT:** In the event that the awarded vendor should breach this contract, the Stakeholders reserves the right to seek all remedies in law and/or in equity.

YY. **CANCELLATION:** In the event any of the provisions of this bid are violated by the awarded vendor, the Stakeholders will give written notice to the vendor stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the respective Stakeholder Boards for immediate cancellation. Upon cancellation hereunder, Stakeholders may pursue any and all legal remedies as provided herein and by law. The Stakeholders reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving 30-days' prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Stakeholders will be relieved of all obligations under said contract. The Stakeholders will only be required to pay to the vendor that amount of the contract actually performed to the date of termination.

ZZ. **SUBCONTRACTING:** If a vendor intends to subcontract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted along with their bid for approval. No subcontracting will take place prior to a bid-awarded vendor furnishing this information and receiving written approval from Stakeholders.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. Stakeholders representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid.

AAA. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any Stakeholders personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted in the Purchasing Department. Written inquiries only must be directed through the Purchasing Department.

LOBBYING is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or School Board personnel after advertisement and prior to the board's vote on the award of this contract.

Any bidder who is adversely affected by the recommended award may file a protest within the time prescribed in §120.57(3), Fla. Stat. (2022).

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

Failure to post bond with School Board or to adhere strictly to the requirements of statutes and state board rules pertaining to protests will result in summary dismissal by the Purchasing Department.

Any bidder or any individuals who lobby on behalf of the bidder during the time specified will result in rejection / disqualification of said bid.

BBB. **DELIVERY OF BIDS:** When hand delivering a bid, bidders must follow the School Board's security access procedures. The procedures are as follows:

A. Proceed to the Purchasing Department, 506 SE 3rd Ave., Ocala, Florida, 34471.
B. Park in visitors' parking area.
C. Enter building through the front door.
D. Present bid to the Purchasing receptionist for official date/time stamping.

Bidders should allow at least thirty (30) minutes to follow the above procedures to submit his or her bid to the Purchasing Department, no later than the date and time designated in the bid.

CCC. **POSTING OF BID AND SPECIFICATIONS:** Invitation to bid with specification will be posted for review by interested parties, at 506 SE 3rd Avenue, Ocala, FL 34471, on the date the Invitation to Bid Notification is emailed to vendors registered with the School Board; and will remain posted for a period of ten days. Failure to file a specification protest within the time prescribed in §120.57(3), Fla. Stat. (2022), will constitute a waiver of proceedings under §120, Fla. Stat. (2022).

DDD. **BID TABULATIONS, RECOMMENDATIONS, AND PROTEST:** Bid Tabulations with award recommendations are posted to the Purchasing website at:

https://www.marionschools.net/Page/52137

The same will be posted in the Purchasing Department for review by interested parties, at 506 SE 3rd Avenue, Ocala, FL 34471, within thirty (30) days after bid opening. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all proposers of the new posting date and time. Notices for recommendations and awards will not be mailed.

Any person adversely affected by the solicitation, decision or intended decision must file a notice of protest, in writing, within seventy-two (72) hours after the posting. The formal written protest shall state with a particularity the facts and law upon which the protest is based. Failure to file protest within the time prescribed in §120.57(3), Fla. Stat. (2022), will constitute a waiver of proceedings under §120, Fla. Stat. (2022).

EEE. **BID PROTEST:** If a bidder wishes to protest a bid, he or she must do so in strict accordance with the procedures outlined in §120.57(3), Fla. Stat. (2022), and Paragraph 3 of the bid term entitled Lobbying contained within this bid, and School Board Policy 7.70.

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

Any person who files an action protesting a solicitation, decision or intended decision pertaining to this bid pursuant to §120.57(3)(b), Fla. Stat. (2022), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Marion County, Florida in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than $500 nor more than $5000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the School Board prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the School Board all costs and charges, which shall be included in the final order of judgment.

FFF. **INFORMATION:** Any questions concerning conditions and specifications must be submitted in writing and received no later than seventy-two (72) hours prior to the deadline for receiving the bid (excluding Saturdays, Sundays, and State Holidays). Questions received in writing within the required timeframe will be answered in writing. **The District will be closed from March 13, 2023 to March 17, 2023. Any questions received during this time will be answered the following week.** **Rick Collins** is only authorized to direct the attention of prospective bidders to various portions of the Bid so that they may read and interpret such for themselves. Neither Mr. Collins nor any employee of the School Board is authorized to interpret any portion of this bid or give information as to the requirements of the bid in addition to that contained in the written documents.

Send all inquiries to: Attn: Rick Collins
Purchasing Department
The School Board of Marion County, Florida
506 S.E. 3rd Avenue
Ocala, Florida 34471
Rick.Collins@marion.k12.fl.us

If necessary, an addendum will be posted on the Purchasing website. Copies of addendum will be made available for inspection at the School Board's Purchasing Department where bidding documents will be kept on file.

No addendum will be issued later than three (3) calendar days (excluding Saturdays, Sundays, and State holidays) prior to the date for receipt of bids, except an addendum withdrawing the invitation to bid or one which includes postponement of the date for receipt of bids.

No verbal or written information which is obtained other than by information in this document or by addendum to this bid will be binding on the School Board.

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

GGG. **BIDS WHICH REQUIRE DELIVERABLE TANGIBLE ITEMS:** School Board will not be liable for loss or damage to items shipped to the School Board in error after thirty (30) days from the verifiable date of receipt of the item(s).

HHH. **RESTRICTIVE SPECIFICATIONS:** Should the specifications of this bid be determined by the bidder to be too restrictive, notice shall be given within seventy-two (72) hours after the posting of the invitation to bid or request for proposals.

III. **FEDERAL GRANTS MANAGEMENT REQUIREMENTS:** Debarment, Suspension, and Other Responsibility Matters. (U.S. Department of Agriculture Certification)

A. It is required that the bidder either complete and sign the enclosed Certification Regarding Debarment, Suspension, Ineligibility, Voluntary Exclusion, and Lower Tier Covered Transactions form or attach an explanation to this proposal as to why he or she is not signing and returning the above-mentioned form. This form must be returned, with the other required documents, at the time of a bid proposal.

B. The applicant certifies that he or she and his or her principals:

Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any federal department and agency.

Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in this certification.

Have not within a 3-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

C. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

NNN. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:**
In accordance with §287.135(2), Fla. Stat. (2022), "A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Fla. Stat. (2022),

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, or submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, Fla. Stat. (2022), or 2. Is engaged in business operations in Cuba or Syria."

§215.473, Fla. Stat. (2022) defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit."

By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Fla. Stat. (2022), and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, Fla. Stat. (2022), and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The School Board may terminate any contract resulting from this solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the School Board reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the School Board determine that the conditions set forth in §287.135(4), Fla. Stat. (2022) are met.

OOO. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with any Bid shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this Invitation to Bid, whether submitted purposefully through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists, warranties, or shipping documents. It is understood and agreed that only the terms, conditions, and specifications appearing in this Invitation to Bid are applicable and in full force and effect. The bidder's authorized signature appearing elsewhere in the Invitation to Bid attests to this.

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

CITY OF OCALA SPECIAL CONDITIONS

One or more items in this section are required.

ACCESS FOR INDIVIDUALS WITH DISABILITIES:

Contractor agrees to comply with 49 U.S.C. § 5301(d), which acknowledges that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation, and that special efforts must be made to plan and assure that they do have similar access. Contractor also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101, et. seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, Contractor agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal implementing directives. Among these regulations and directives are:

a. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F. R. Part 37;
b. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
c. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
d. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
e. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
f. U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
g. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 C.F.R. Part 1630;
h. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
i. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
j. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
k. Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

ACCESS TO RECORDS AND REPORTS:
49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)l, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

CLARIFICATIONS AND CORRECTIONS:
The City of Ocala reserves the right, where it may serve the City's best interest, to request additional information or clarifications from bidders/proposers, or to allow corrections of errors or omissions.

CARGO PREFERENCE REQUIREMENTS:
46 U.S.C. 1241 46 CFR Part 381

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.") c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CIVIL RIGHTS REQUIREMENTS:
29 U.S.C. § 623; 42 U.S.C. § 2000; 42 U.S.C. § 6102; 42 U.S.C. § 12112; 42 U.S.C. § 12132; 49 U.S.C. § 5332; 29 CFR Part 1630; 41 CFR Parts 60 et seq.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed. National Origin. Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seg., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. Space is provided on Page 54 for a list of references (If page 54 is restricting please attach separate document titled: References)

DISADVANTAGED BUSINESS ENTERPRISE (DBE):

49 CFR Part 26

City of Ocala or its Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contract and subcontracts financed under this agreement. In this regard City of Ocala or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. City of Ocala or contractors shall not discriminate on the basis of race, creed color, national origin, age, or sex in the award and performance of DOT-assisted contracts.

ENERGY CONSERVATION REQUIREMENTS:

42 U.S.C. 6321 et seq., 49 CFR Part 18

The Energy Conservation requirements are applicable to all contracts.

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

FEDERAL CHANGES:

49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (7) dated October 2000) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT):

49 CFR Part 29, Executive Order 12549

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29. 220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from $100,000 to $25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by City of Ocala. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City of Ocala, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:
1 U.S.C 380 1 et seq., 4 9 CFR Part 31, 18 U.S.C. 1001, 4 9 U.S.C. 5307

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et sea and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(l) on the Contractor, to the extent the Federal Government deems appropriate.

(2) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

RESOLUTION OF BREACHES AND DISPUTES:
49 CFR Part 18, FTA Circular 4220.1E

All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City of Ocala. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy,

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

the Contractor mails or otherwise furnishes a written appeal to the City of Ocala Project Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City of Ocala Project Manager shall be binding upon the Contractor and the Contractor shall abide be the decision.

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

Claims for Damages between the City of Ocala and Contractor(s) - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Ocala and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Florida, in which City of Ocala is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City of Ocala or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

TERMINATION:

49 U.S.C. Part 18, FTA Circular 4220.1D

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of $10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is $100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

a. Termination for Convenience (General Provision): City of Ocala may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Ocala to be paid the Contractor. If the Contractor has any property in its possession belonging to City of Ocala, the Contractor will account for the same, and dispose of it in the manner City of Ocala directs.

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

b. Termination for Default [Breach or Cause] (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City of Ocala may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by City of Ocala that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City of Ocala, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision): City of Ocala in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate period of time, not less than ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to City of Ocala's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from City of Ocala setting forth the nature of said breach or default, City of Ocala shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City of Ocala from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach: In the event that City of Ocala elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City of Ocala shall not limit City of Ocala's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Default (Supplies and Service): If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City of Ocala may terminate this contract for default. City of Ocala shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City of Ocala.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:

FTA Circular 4220.1E

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

Circular 4220.1E(or current version, which prevails) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Ocala requests which would cause City of Ocala to be in violation of the FTA terms and conditions.

AUDIT AND INSPECTION OF RECORDS:

The contractor shall permit the authorized representatives of the U.S. Department of Transportation and of the Comptroller General of the United States to inspect and audit all data and records of the contractor relating to its performance and its subcontracts under this contract with which federal funds are used from the date of the contract through and until the expiration of three years after completion of the contract. This section excludes the inspection data and records required in Part III: Qualify Assurance Provisions. The inspection and audit provided in this section does not include an audit of the manufacturer's cost and/or profit, with the execution of single bid or sole source situations.

DocuSign

Certificate Of Completion

Envelope Id: 2CCA6D3E25884A5FA8C43CB3785651A0
Status: Completed
Subject: Fuel Supply and Transport Services - Petroleum Traders Corporation (FLT/230544)
Source Envelope: 85342B89DEAC4BC38D9DC143A9ABCB1D
Document Pages: 51
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Brittany Craven
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
biverson@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/7/2023 9:02:49 AM
Holder: Brittany Craven
biverson@ocalafl.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: DocuSign

Signer Events	Signature	Timestamp
James P. Hilty, Sr. jhilty@ocalafl.org President Security Level: Email, Account Authentication (None)	DocuSigned by: James P. Hilty, Sr. 6FD4FC329B6F4DF... Signature Adoption: Pre-selected Style Using IP Address: 98.180.104.233 Signed using mobile	Sent: 6/7/2023 9:05:00 AM Viewed: 6/7/2023 10:01:05 AM Signed: 6/7/2023 10:01:36 AM
Electronic Record and Signature Disclosure: Accepted: 2/22/2023 9:50:44 PM ID: 14e56788-1409-4fcd-8b7c-ddcc68b32a87		
Angel B. Jacobs ajacobs@ocalafl.org April 19 City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs F82769461C4E4E5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/7/2023 10:01:38 AM Viewed: 6/7/2023 11:15:38 AM Signed: 6/7/2023 11:15:55 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/7/2023 9:05:00 AM
Certified Delivered	Security Checked	6/7/2023 11:15:38 AM
Signing Complete	Security Checked	6/7/2023 11:15:55 AM
Completed	Security Checked	6/7/2023 11:15:55 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Submitted By: John King

Presentation By: John King

Department: Fleet

STAFF RECOMMENDATION (Motion Ready):
Approve a thirteen-month contract for fuel supply and transport load services with Petroleum Traders Corporation in an amount not to exceed $2,500,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, .

PROOF OF PUBLICATION:
Bid Released to Public: 3/10/2023

BACKGROUND:
The Fleet Department manages fuel for all City vehicles and equipment. Procuring a contract for bulk fuel deliveries allows the City to purchase fuel at wholesale rates. The City of Ocala and the Marion County School Board solicited a joint bid to obtain better pricing from vendors.

FINDINGS AND CONCLUSIONS:
On March 10, 2023, the Marion County School Board issued a joint solicitation, Bid# 3980GM for gasoline and diesel supply and transport services. Five (5) bids were received. Petroleum Traders Corporation was found to be the lowest responsive and responsible bidder. The vendor was selected as the intended awardee for these services. The initial term of this contract will cover the period May 30, 2023, to June 30, 2024.

Company	Location	Unleaded Gasoline Markup Per Gallon	Ultra Low Sulfur Diesel Markup per Gallon
Petroleum Traders Corporation	**Fort Wayne, IN**	**0.019000**	**0.044100**
Indigo Energy Partners, LLC	Gainesville, GA	0.041000	0.055800
Mansfield Oil Company of Gainesville, Inc.	Gainesville, GA	0.047200	0.079500
Colonial Oil Industries, Inc	Savannah, GA	0.083100	0.071900
Clardy Oil Company	Ocala, FL	0.112120	0.120380

FISCAL IMPACT:
Funding for fuel is included in departmental budgets and will be budgeted likewise in subsequent fiscal years.

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

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

File #: BR-2025-170 Agenda Item #: 10k.

Submitted By: Christina Guy

Presentation By: John King

Department: Fleet

STAFF RECOMMENDATION (Motion Ready):
Adopt Budget Resolution 2025-170 to amend the Fiscal Year 2024-25 budget to transfer funds from the General Fund Reserve for Contingencies account to cover a projected deficit in the Fleet Management account in the amount of $395,000

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Fleet Management is experiencing an unanticipated budget deficit, primarily due to a significant escalation in the cost of automotive parts and supplies. This rise largely stems from recently imposed tariffs by the current administration on imported goods, which have significantly affected the automotive supply chain. These tariffs, particularly the 25 percent levy on imported auto parts, have driven up the cost of essential components necessary for vehicle maintenance and repair.

FINDINGS AND CONCLUSIONS:
Fleet Management has made continuous efforts to source domestic suppliers and implement cost-control measures. However, the integrated nature of the global automotive supply chain has also increased the cost of domestically manufactured parts and supplies.

Fleet Management anticipates a $395,000 shortfall for the remainder of Fiscal Year 2024-25. The operating supplies (and parts) original budget was $960,000. The additional $395,000 is crucial for covering anticipated expenses and ensuring the uninterrupted operation of essential services. Without it, the department faces delayed vehicle maintenance, reduced fleet readiness, and a negative impact on critical public services.

FISCAL IMPACT:
A transfer from the General Fund Reserve for Contingencies account 001-099-999-513-81-99800 will cover the requested amount of $395,000. The attached budget resolution allocates funding to the appropriate accounts to

facilitate this budget transfer.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:

- Adopt with Changes
- Table
- Deny

BUDGET RESOLUTION 2025-170

A RESOLUTION AMENDING THE FISCAL YEAR 2024-25 BUDGET TO TRANSFER FUNDS FROM THE GENERAL FUND RESERVE FOR CONTINGENCIES ACCOUNT TO COVER A PROJECTED DEFICIT IN THE FLEET MANAGEMENT ACCOUNT IN THE AMOUNT OF $395,000

WHEREAS, the global automotive supply chain has significantly increased the cost of domestically manufactured parts and supplies; and

WHEREAS, Fleet Management is experiencing an unanticipated budget deficit, due to a significant escalation in the cost of automotive parts and supplies; and

WHEREAS, to ensure the uninterrupted operation of essential services, an additional $395,000 is needed to cover anticipated expenses.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2024-25 budget be amended as outlined below.

SOURCE:

001-099-999-513-81-99800	Reserve for Contingencies - General Fund	($395,000)

USE:

001-025-523-519-51-52010	Fleet - Operating Supplies - Other	$395,000

This resolution adopted this _____ day of _____, 2025.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Kristen M. Dreyer
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

File #: 2025-1625 Agenda Item #: 10l.

Submitted By: Tiffany Stewart

Presentation By: Darren Park

Department: Public Works

STAFF RECOMMENDATION (Motion Ready):
Approve a one-year renewal of the contract with Wear Gloves, Inc. for annual litter control and drain and inlet surface cleaning services in the amount of $433,472

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

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Public Works Department has ongoing staffing needs for litter control. Wear Gloves, Inc. (Wear Gloves), a community non-profit organization, has provided litter control, landscape maintenance, and miscellaneous other services for the City since September 6, 2019.

In 2022, Public Works sought a procurement exemption which would allow the City to continue to use Wear Gloves for the provision of litter control services without issuing a competitive solicitation on the grounds that Wear Gloves has provided efficient, cost-effective specialty services to the City over the past three years. The City Contracting Officer granted the exemption after considering the limited number of entities providing litter control services and that the City has benefited from the provision of such services. On June 7, 2022, City Council awarded a three-year contract (Contract No. PWD/220178) to Wear Gloves for the provision of litter control, landscape maintenance, and miscellaneous services for a three-year term from August 1, 2022, through July 31, 2025. The contract contained the option for two additional one-year renewal periods.

On February 15, 2022, City Council approved additional expenditures under the contract to cover additional crew members to meet the growing demands for litter control.

On June 20, 2023, City Council approved the First Amendment to PWD/220178, to expand the scope of services to include stormwater drain and inlet surface cleaning services and increase the hourly rate of compensation from $11 to $16 through the end of the initial term.

On February 11, 2025, Assistant City Manager Ken Whitehead approved the Second Amendment to

PWD/220178 which further amended the scope of services to include additional services, expansion of service locations and increased expenditures for same.

FINDINGS AND CONCLUSIONS:
Staff now recommends approval of the Third Amendment to PWD/220178 to renew for the first of two one-year renewal terms through July 31, 2026. Wear Gloves has performed exceptionally well, providing litter control and cleaning services for drains and inlet surfaces.

FISCAL IMPACT:
Funding for this contract has been budgeted for Fiscal Year 2024-25 in account 453-023-326-534-53-34010 in the amount of $55,152 and account 158-023-430-538-53-34010 in the amount of $19,872; and has been budgeted for Fiscal Year 2025-26 in account 453-023-326-534-53-34010 in the amount of $263,504 and in account 158-023-430-538-53-34010 in the amount of $94,944.

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

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

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

THIRD AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES

THIS THIRD AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES ("Third Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **WEAR GLOVES, INC.,** a not-for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 27-3644705) ("Litter Control Provider").

WHEREAS, on June 22, 2022, City and Litter Control Provider entered into an Agreement for Litter Control Services (the "Original Agreement"), City of Ocala Contract No.: PWD/220178 for the provision of city-wide litter control services for a term of three (3) years from August 1, 2022 through July 31, 2025; and

WHEREAS, on June 21, 2023, City and Litter Control Provider entered into a First Amendment to Agreement for Litter Control Services (the "First Amendment"), to incorporate a compensation increase and include drain and inlet cleaning services; and

WHEREAS, on December 3, 2024, the Public Works Department sought a procurement exception for the provision of additional services by Litter Control Provider, which was subsequently approved; and

WHEREAS, On February 11, 2025, City and Litter Control Provider entered into a Second Amendment to Agreement (the "Second Amendment") to amend the scope of services to include additional litter services, expand service locations, and increase the expenditure for the term of the contract as set forth in the Original Agreement.

WHEREAS, City and Litter Control Provider now desire to renew the first of two one-year renewals available under the Original Agreement.

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

1. **RECITALS**. City and Litter Control Provider hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Litter Control Provider, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except, for those terms and conditions expressly amended by this Third Amendment.

3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional (1) one-year term beginning on **AUGUST 1, 2025,** and terminating **JULY 31, 2026.** Thereafter, this Agreement may be renewed for **ONE (1)** additional **ONE (1) YEAR** period by written consent between City and Litter Control Provider.

4. **COMPENSATION.** Litter Control Provider shall be paid a price not to exceed the maximum limiting amount of **FOUR HUNDRED THIRTY-THREE THOUSAND, FOUR HUNDRED SEVENTY-TWO AND NO/100 DOLLARS ($433,472)** (the "Contract Sum") over Renewal Term as full and complete compensation for the timely and satisfactory provision of city-wide litter control services.

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

If to Litter Control Provider:	Wear Gloves, Inc. Attention: Ken Kebrdle 1469 N. Magnolia Avenue, Unit B Ocala, Florida 34474 Phone: 352-727-0239 E-mail: ken@weargloves.org
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

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

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

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

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

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Kristen Dreyer
City Council President

Approved as to form and legality:

_____

By: _____
(Printed Name)

Title: _____

WEAR GLOVES, INC.

_____

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

Docusign Envelope ID: F9E743FC-F145-43A1-AF80-60327A7E0253

SECOND AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **WEAR GLOVES, INC.,** a not-for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 27-3644705) ("Litter Control Provider").

WHEREAS, on June 22, 2022, City and Litter Control Provider entered into an Agreement for Litter Control Services (the "Original Agreement"), City of Ocala Contract No.: PWD/220178 for the provision of city-wide litter control services for a term of three (3) years from August 1, 2022 through July 31, 2025; and

WHEREAS, on June 21, 2023, City and Litter Control Provider entered into a First Amendment to Agreement for Litter Control Services (the "First Amendment"), to incorporate a compensation increase and include drain and inlet cleaning services; and

WHEREAS, on December 3, 2024, the Public Works Department sought a procurement exception for the provision of additional services by Litter Control Provider, which was subsequently approved; and

WHEREAS, City and Litter Control Provider now desire to further amend the scope of services to include additional litter services, expand service locations, and increase the expenditure for the term of the contract as set forth in the Original Agreement.

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

1. **RECITALS**. City and Litter Control Provider hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Litter Control Provider, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except, for those terms and conditions expressly amended by this Second Amendment.

3. **AMENDMENT TO PARAGRAPH 4 - COMPENSATION.** City shall pay Provider an aggregate maximum limiting amount not to exceed **NINE HUNDRED SIXTY THOUSAND, FIVE HUNDRED EIGHTY-SEVEN DOLLARS ($960,587)** (the "Contract Sum") over the initial Contract Term as full and complete compensation for the timely and satisfactory performance of both Litter Control Services and Drain and Inlet Cleaning Services. The compensation due to Provider under this Agreement may only be adjusted by written amendment executed by both parties.

4. **AMENDMENT TO PARAGRAPH 4(A) HOURLY RATE AND ANTICIPATED NUMBER OF HOURS PER WEEK FOR LITTER CONTROL SERVICES.** The maximum limiting amount set forth above is based upon a negotiated hourly rate of **SIXTEEN AND NO/100 DOLLARS PER HOUR ($16.00/Hour)** and the anticipated delivery of **THREE HUNDRED EIGHTY-THREE (383) COLLECTIVE SERVICE HOURS PER WEEK** by Provider personnel for Litter Control Services each year. The total compensation to Provider for Litter Control Services under the initial Contract Term shall not exceed **TWO HUNDRED SEVENTY-EIGHT THOUSAND, FOUR HUNDRED SEVENTY DOLLARS ($278,470).**

Docusign Envelope ID: F9E743FC-F145-43A1-AF80-60327A7E0253

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

If to Litter Control Provider:	Wear Gloves, Inc. Attention: Ken Kebrdle 1469 N. Magnolia Avenue, Unit B Ocala, Florida 34474 Phone: 352-727-0239 E-mail: ken@weargloves.org
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

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

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

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

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

Docusign Envelope ID: F9E743FC-F145-43A1-AF80-60327A7E0253

IN WITNESS WHEREOF, the parties have executed this Second Amendment on 2/11/2025.

ATTEST:

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

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

DocuSigned by:
William E. Sexton
807DCFC4E80E429...

By: William E. Sexton
(Printed Name)

Title: City Attorney

WEAR GLOVES, INC.

DocuSigned by:
Ken Kebrdle
576CFC8AED9E414...

By: Ken Kebrdle
(Printed Name)

Title: Chief Operations Officer
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: F9E743FC-F145-43A1-AF80-60327A7E0253
Status: Completed
Subject: Second Amendment to Agreement for Litter Control Services (PWD/220178)
Source Envelope:
Document Pages: 3
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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

Record Tracking

Status: Original
2/10/2025 12:58:27 PM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
Ken Kebrdle ken@weargloves.org Chief Operations Officer Security Level: Email, Account Authentication (None)	DocuSigned by: ken kebrdle 576CFC8AED9E414... Signature Adoption: Pre-selected Style Using IP Address: 38.34.247.49	Sent: 2/10/2025 1:00:38 PM Viewed: 2/10/2025 1:03:41 PM Signed: 2/10/2025 1:04:53 PM
Electronic Record and Signature Disclosure: Accepted: 6/21/2023 2:05:42 PM ID: ad4d0a30-e324-4750-8bde-e205f259754c		
William E. Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William E. Sexton B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/10/2025 1:04:55 PM Viewed: 2/10/2025 2:09:04 PM Signed: 2/10/2025 2:09:23 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/10/2025 2:09:24 PM Viewed: 2/10/2025 2:09:50 PM Signed: 2/11/2025 10:44:42 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/11/2025 10:44:43 AM Viewed: 2/11/2025 10:45:29 AM Signed: 2/11/2025 10:45:46 AM
Electronic Record and Signature Disclosure: Accepted: 2/11/2025 10:45:29 AM ID: 9efcdbc6-5e82-4023-b966-ac492e2ea9e6		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/10/2025 1:00:38 PM
Certified Delivered	Security Checked	2/11/2025 10:45:29 AM
Signing Complete	Security Checked	2/11/2025 10:45:46 AM
Completed	Security Checked	2/11/2025 10:45:46 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

DocuSign Envelope ID: D89619F8-C82F-4CCF-AE4C-9B767DA5FBC2

FIRST AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **WEAR GLOVES, INC.**, a not-for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 27-3644705) ("Litter Control Provider" or "Provider").

WHEREAS, on June 22, 2022, City and Litter Control Provider entered into an Agreement for Litter Control Services (the "Original Agreement"), City of Ocala Contract Number: PWD/220178 for the provision of city-wide litter control services for a term of three (3) years, from August 1, 2022 to July 31, 2025; and

WHEREAS, due to changes in the labor market, Litter Control Provider requested an increase in the hourly rate for services; and

WHEREAS, Litter Control Provider offered to provide drain and inlet cleaning services in addition to litter control services; and

WHEREAS, on June 2, 2023, the City's Public Works Department sought a procurement exception which would allow the use of Litter Control Provider for drain and inlet cleaning services and would raise the rate of compensation; and

WHEREAS, after benchmarking Vendor's increased hourly rate against other providers and considering market conditions to include changes to the Consumer Price Index and increases in Florida's minimum wage during the contract term, Vendor's request for a price adjustment was found to be reasonable; and

WHEREAS, it was further determined that expanding the scope of services under the Original Agreement to include drain and inlet cleaning services in addition to litter control services would serve the City's best interests and afford the City best value;

WHEREAS, City and Litter Control Provider now desire to amend the Original Agreement to reflect the compensation increase and to add drain and inlet cleaning services.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Litter Control Provider agree as follows:

1. **RECITALS.** City and Litter Control Provider hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Litter Control Provider, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO SECTION 3 - SCOPE OF SERVICES.** The following language shall be added to Section 3 – Scope of Services in the Original Agreement:

    J. Drain and inlet cleaning services shall be provided daily in areas defined by the City. A map or list of locations and prioritization of work shall be provided to Provider by the City Project Manager. This list may be revised and updated periodically over the term of this Agreement as agreed upon by Provider and City.

DocuSign Envelope ID: D89619F8-C82F-4CCF-AE4C-9B767DA5FBC2

K. Drain and inlet cleaning services consist of removing debris, typically leaves and litter, from the surface of stormwater drains and the openings of stormwater inlets.

L. Provider shall have at least one (1) person who possesses a Florida Department of Transportation (FDOT) Temporary Traffic Control (TTC) Intermediate Certification before the commencement of drain and inlet cleaning work.

M. Traffic control shall conform to FDOT's most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways." These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone: (904) 488-9220. The foregoing requirements shall be considered as minimum and the Provider's compliance shall in no way relieve Provider of final responsibility for providing adequate traffic control devices for the protection of the public and Provider's employees throughout the work area.

N. City shall provide shovels, gloves, large leaf and garbage bags, and buckets for Provider to use.

O. Debris collected from storm drains and inlets shall be disposed of at one of the City's designated storage yards.

P. Provider shall report the number of bags of debris collected each day to the City Project Manager.

Q. Provider shall report any damaged storm drains, inlets, or structures to the City Project Manager.

R. Landscape maintenance and miscellaneous services may also be required, and will be coordinated with the City Project Manager in lieu of drain and inlet cleaning efforts.

S. Labor hours shall be verified, via e-mail, on Mondays for any work completed during the previous week.

4. **AMENDMENT TO SECTION 4 - COMPENSATION.** City shall pay Provider an aggregate maximum limiting amount not to exceed **THREE HUNDRED SIXTY-EIGHT THOUSAND, SEVEN HUNDRED FIFTY-FOUR AND NO/100 DOLLARS PER YEAR ($368,754/Year)** (the "Contract Sum") annually as full and complete compensation for the timely and satisfactory performance of both Litter Control Services and Drain and Inlet Cleaning Service. The compensation due to Provider under this Agreement may only be adjusted by written amendment executed by both parties.

A. **Hourly Rate and Anticipated Number of Hours Per Week for Litter Control Services**. The maximum limiting amount set forth above is based upon a negotiated hourly rate of **SIXTEEN AND NO/100 DOLLARS PER HOUR ($16.00/Hour)** and the anticipated delivery of **THREE HUNDRED FIVE (305) COLLECTIVE SERVICE HOURS PER WEEK** by Provider personnel for Litter Control Services each year. The total compensation to Provider for Litter Control

DocuSign Envelope ID: D89619F8-C82F-4CCF-AE4C-9B767DA5FBC2

Services shall not exceed **TWO HUNDRED FIFTY-THREE THOUSAND, SEVEN HUNDRED SIXTY AND NO/100 DOLLARS PER YEAR ($253,760/Year)**.

B. **Hourly Rate and Anticipated Number of Hours Per Week for Drain and Inlet Cleaning Services.** The maximum limiting amount set forth above is based upon a negotiated hourly rate of **SIXTEEN AND NO/100 DOLLARS PER HOUR ($16.00/HOUR)** and the anticipated delivery of **ONE HUNDRED THIRTY-EIGHT (138) COLLECTIVE SERVICE HOURS PER WEEK** by Provider personnel for Drain and Inlet Cleaning Services each year. The total compensation to Provider for Drain and Inlet Cleaning Services shall not exceed **ONE HUNDRED FOURTEEN THOUSAND, NINE HUNDRED NINETY-FOUR AND NO/100 DOLLARS PER YEAR ($114,994/Year)**.

C. **Invoice Submission.** All invoices submitted by Provider shall include the City Contract Number, and assigned Invoice Number and an Invoice Date. Provider shall submit the original invoice through the responsible City Project Manager, as follows:

i. For Litter Control Services: **Public Works Department, Sanitation Division,** Attn: **Dwayne Drake**, **1805 NE 30th Avenue, Bldg. 300, Ocala, Florida 34470**, E-mail: ddrake@ocalafl.org.

ii. For Drain and Inlet Cleaning Services: **Public Works Department, Stormwater Division,** Attn: **Brian Herrick, 1805 NE 30th Avenue, Bldg. 300, Ocala, Florida 34470**, E-mail: bherrick@ocalafl.org.

D. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

E. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Provider; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Provider within **THIRTY (30)** calendar days of the Provider's remedy or resolution of the inadequacy or defect.

F. **Excess Funds**. If due to mistake or any other reason Provider receives payment under this Agreement in excess of what is provided for by the Agreement, Provider shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Provider's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Litter Control Provider shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Litter Control Provider be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **NOTICES**. All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if

DocuSign Envelope ID: D89619F8-C82F-4CCF-AE4C-9B767DA5FBC2

by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Litter Control Provider:	Wear Gloves, Inc. Attn: Ken Kebrdle 1469 N. Magnolia Avenue, Unit B Ocala, Florida 34474 PH: 352-727-0239 Email: ken@weargloves.org
If to City of Ocala:	Daphne M. Robinson, Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8343 Email: notices@ocalafl.org
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 Email: cityattorney@ocalafl.org

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Litter Control Provider, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
8. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

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

DocuSign Envelope ID: D89619F8-C82F-4CCF-AE4C-9B767DA5FBC2

IN WITNESS WHEREOF, the parties have executed this First Amendment on 6/21/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
F8276946104E4E5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
James P. Hilty, Sr.
6FD4EC329B6F4BE...
James P. Hilty, Sr.
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
A07HCFC4E8E4C9...
William E. Sexton, Esq.
City Attorney

WEAR GLOVES, INC.

DocuSigned by:
ken kebrdle
576CFC8AED9E414...

By: Ken Kebrdle
(Printed Name)

Title: Chief Operations Officer
(Title of Authorized Signatory)

DocuSign

Certificate Of Completion

Envelope Id: D89619F8C82F4CCFAE4C9B767DA5FBC2
Status: Completed
Subject: FOR SIGNATURE - First Amendment to Agreement for Litter Control Services (PWD/220178)
Source Envelope:
Document Pages: 5
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/21/2023 2:01:45 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
Ken Kebrdle ken@weargloves.org Chief Operations Officer Security Level: Email, Account Authentication (None)	DocuSigned by: ken kebrdle 576CFC8AED9E414... Signature Adoption: Pre-selected Style Using IP Address: 216.255.254.135	Sent: 6/21/2023 2:04:34 PM Viewed: 6/21/2023 2:05:42 PM Signed: 6/21/2023 2:10:27 PM
Electronic Record and Signature Disclosure: Accepted: 6/21/2023 2:05:42 PM ID: ad4d0a30-e324-4750-8bde-e205f259754c		
William E. Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William E. Sexton B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/21/2023 2:10:28 PM Viewed: 7/5/2023 10:49:43 AM Signed: 7/5/2023 10:49:54 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
James P. Hilty, Sr. jhilty@ocalafl.org President Security Level: Email, Account Authentication (None)	DocuSigned by: James P. Hilty, Sr. 6FD4FC329B6F4DF... Signature Adoption: Pre-selected Style Using IP Address: 98.180.104.233 Signed using mobile	Sent: 7/5/2023 10:49:55 AM Viewed: 7/5/2023 12:14:19 PM Signed: 7/5/2023 12:14:36 PM
Electronic Record and Signature Disclosure: Accepted: 2/22/2023 9:50:44 PM ID: 14e56788-1409-4fcd-8b7c-ddcc68b32a87		
Angel B. Jacobs ajacobs@ocalafl.org April 19 City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs F82769461C4E4E5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/5/2023 12:14:38 PM Viewed: 7/5/2023 12:48:21 PM Signed: 7/5/2023 12:48:47 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
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	6/21/2023 2:04:34 PM
Certified Delivered	Security Checked	7/5/2023 12:48:21 PM
Signing Complete	Security Checked	7/5/2023 12:48:47 PM
Completed	Security Checked	7/5/2023 12:48:47 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.

Item Details

File Number: 2023-1317

ID #:	2023-1317	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	8	**In Control:**	City Council
				File Created:	06/07/2023
Presented By: :				**Final Action:**	06/20/2023

rmal Title: Approve first amendment to Wear Gloves, Inc. agreement for litter control and stormwater drain and inlet cleaning services for an additional contract expenditure of $412,497

Internal Notes:

Target Meeting: 06/20/2023

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - Amendment 1 - Agreement for Litter Control Services - Wear Gloves Inc (PWD 220178), FULLY EXECUTED - Agreement for Litter Control Services (PWD 220178)

Enactment Number:

:ommendation:

Hearing Date:

Entered by: dphillips@ocalafl.org

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/20/2023	Approved				Pass

Action Text:

Notes: There being no discussion the motion carried by roll call vote.

Aye: 5 Council President Mansfield, Council Member Bethea Sr, Pro Tem Dreyer, Council Member Musleh, and Council Member Hilty Sr

Text of Legislative File 2023-1317

Submitted By: Danielle Phillips
Presentation By: Darren Park
Department: Public Works

STAFF RECOMMENDATION (Motion Ready):
Approve first amendment to Wear Gloves, Inc. agreement for litter control and stormwater drain and inlet cleaning services for an additional contract expenditure of $412,497

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

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Public Works Department has staffing needs for litter control and miscellaneous services. Wear Gloves Inc., a community non-profit organization, is utilized to provide litter control in City parks, City-owned property in the midtown area, and road rights-of-way. This service includes one supervisor and a crew of litter collectors who are cumulatively working 305 hours per week. The existing three-year agreement was approved by City Council on June 6, 2023, for an expenditure of $523,380.

FINDINGS AND CONCLUSIONS:
The Public Works Stormwater Division previously contracted with the Florida Department of Corrections (FDOC) to provide inmate labor and supervisory guards to clean drains, open throat inlets and perform other tasks related to the maintenance of the stormwater conveyance system. These tasks are necessary to keep drains and inlets free of debris that impede the flow of stormwater and help prevent flooding. Wear Gloves, Inc. is willing to provide an additional supervisor and crew to perform this critical task. This Wear Gloves, Inc. crew will cumulatively work 138 hours per week.
Additionally, Wear Gloves, Inc. has requested a rate increase from $11.00 per hour to $16.00 per hour due to an increase in labor, insurance, and maintenance expenses. The request has been evaluated by staff and deemed reasonable. Under the current contract, Wear Gloves, Inc. is paid $3,355 per week for litter control ($11.00 per hour multiplied by 305 cumulative hours). The rate increase equates to an additional $1,525 per week ($5.00 per hour increase multiplied by 305 cumulative hours) for the remainder of the litter control contract.
The addition of one supervisor and crew for stormwater drain and inlet cleaning services will cost $2,208 per week ($16.00 per hour multiplied by 138 cumulative hours). The cost for drain and inlet cleaning services will be entirely offset by not utilizing two FDOC contracts, which total $114,994 annually ($57,497 per contract multiplied by two contracts). Funding for the two FDOC contracts is already budgeted (one expired in late 2023, the other expires in January

2024). The funds will be redirected to pay for drain and inlet cleaning services provided by Wear Gloves, Inc.
Staff recommends approval of this first amendment with Wear Gloves, Inc. for the period of June 21, 2023, through July 31, 2025.

FISCAL IMPACT:
Additional Sanitation funding is available in 453-023-326-534-53-34010 for FY22-23 in the amount of $22,875, and will be budgeted for FY23-24 in the amount of $79,300, and for FY24-25 in the amount of $66,338.
Stormwater funding is available in 158-023-430-538-53-34010 for FY22-23 in the amount of $33,120 and will be budgeted for FY23-24 in the amount of $114,816, and for FY24-25 in the amount of $96,048.

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

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Item Details

File Number: 2022-0236

ID #:	2022-0236	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Placement:**	9	**In Control:**	City Council
				File Created:	01/31/2022
Presented By: :				**Final Action:**	02/15/2022

rmal Title: Amend existing agreement for litter control services with Wear Gloves Inc. for an additional contract expenditure of $28,600

Internal Notes:

Target Meeting: 02/15/2022

Sponsors:

Enactment Date:

Attachments: Amendment 3 - Litter Control Services - Wear Gloves Inc - CMO 190357, Wear Gloves- Amendment 2, Wear Gloves- Amendment 1, Wear Gloves-Original Contract, Wear Gloves-Weekly Schedule

Enactment Number:

:ommendation:

Hearing Date:

Entered by: dphillips@ocalafl.org

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/15/2022	Approved				Pass

Action Text: There being no further discussion the motion carried by roll call vote.

Notes: Mayor Guinn asked what area Wear Gloves Inc. provides contract services. Director of Public Works Darren Park responded the non-profit organization provides litter control in city parks, city-owned property in the midtown area, and road rights-of-way. The services will be expanded to the northwest and northeast, some to the south, and they target hot spot locations.

Mayor Guinn commented he supports expanding the budget to provide more litter control services. He noted he receives numerous emails from the public regarding the large amounts of litter throughout the City.

Council Pro Tem Hilty discussed receiving numerous calls about Jervey Gantt after football games.

There being no further discussion the motion carried by roll call vote.

Aye: 5 Pro Tem Hilty Sr, Pro Tem Dreyer, Council Member Mansfield, Council Member Musleh, and Council President Bethea Sr

Text of Legislative File 2022-0236

Submitted By: Danielle Phillips
Presentation By: Darren Park
Department: Public Works

STAFF RECOMMENDATION (Motion Ready):
Amend existing agreement for litter control services with Wear Gloves Inc. for an additional contract expenditure of $28,600

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence .

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Public Works department has staffing needs for litter control. Currently, we utilize Wear Gloves Inc., a community non-profit organization, to provide litter control in city parks, city-owned property in the midtown area, and road rights-of-way. This service includes one (1) supervisor and a crew of litter collectors who are cumulatively working 200 hours per week. The existing one-year agreement was approved by City Council on July 6, 2021 for an expenditure of $114,400.

FINDINGS AND CONCLUSIONS:
Wear Gloves Inc. is willing to provide an additional crew to meet the demands for litter control. The additional Wear Gloves crew will be replacing a Department of Corrections inmate squad. The Department of Corrections has been experiencing correctional officer staffing shortages and has not been able to consistently provide an inmate squad for litter control through much of the COVID-19 pandemic. Budgeted funds for the inmate squad will be used instead to pay for the additional Wear Gloves crew. This is a cost neutral operational change.
Currently the compensation per week for Wear Gloves litter control is $2,200. This amendment increases the compensation to $3,300 per week for 305 cumulative working hours for the remainder of the contract.

FISCAL IMPACT:
Additional funding for the remaining term of this contract is budgeted in 453-023-326-534-53-34010 for FY21-22 in the amount of $28,600.

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

LEGAL REVIEW:
The agreement will be reviewed and approved for form and legality by the City Attorney, Robert

W. Batsel, Jr.

ALTERNATIVE:

- Deny
- Table
- Direct Otherwise

AGREEMENT FOR LITTER CONTROL SERVICES

THIS AGREEMENT FOR LITTER CONTROL SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **WEAR GLOVES, INC.**, a not-for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 27-3644705) ("Litter Control Provider").

WHEREAS, on September 6, 2019, City and Wear Gloves, Inc. entered into an Agreement for the provision of city-wide litter control services, City of Ocala Contract Number: CMO/190357, which is set to expire on July 31, 2022; and

WHEREAS, on March 7, 2022, the City's Public Works Department sought a procurement exemption which would allow the City to continue to use Wear Gloves, Inc. for the provision of litter control services through July 31, 2025 without issuing a competitive solicitation on the grounds that Wear Gloves, Inc. has provided efficient, cost-effective specialty services to the City for over three years; and

WHEREAS, after considering the limited number of entities providing litter control services, and that the City has benefitted from the provision of such services, the City Contracting Officer granted said exception; and

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

1. **RECITALS**. City and Litter Control Provider hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Litter Control Provider shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
3. **SCOPE OF SERVICES.** Litter Control Provider shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Litter Control Provider to perform its obligations under this Agreement as set forth herein. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.

   A. Litter control services shall be provided daily in areas defined by the City. A list of locations shall be provided to Litter Control Provider by the City Project Manager. This list may be

Doc ID: 9c8d8b8ff6f0073f13e26bba8ca33885c90df0df

revised and updated periodically over the term of this Agreement as agreed upon by Litter Control Provider and City.

B. City shall provide bags, gloves and grabbers for Litter Control Provider to use.

C. Landscape maintenance and miscellaneous services may also be required, and will be coordinated with the City Project Manager in lieu of litter control efforts.

D. Labor hours shall be verified, via e-mail, on Mondays for any work completed during the previous week.

E. Services utilized through this Agreement may be terminated at will. The City shall notify the Litter Control Provider in writing when a litter control worker is no longer needed or desired.

F. Litter Control Provider shall have a drug-free workplace program in place. Litter Control Provider's employees shall not consume alcohol during working hours, nor shall they work while under the influence of alcohol or illegal substances, and will not smoke while in City vehicles or buildings.

G. Litter control workers shall not work for any period over **EIGHT (8) HOURS PER DAY** for a maximum of **FORTY (40) HOURS PER WEEK** without prior written authorization from the City.

H. Litter Control Provider shall not assign/subcontract any work without the prior written approval of the City. The City reserves the right to decline any assignments/subcontracting

I. Litter Control Provider's employees and personnel assigned to provide temporary labor services under this Agreement shall present a neat and clean appearance suitable for duties as directed. Litter Control Provider shall provide yellow safety vests to workers, and ensure they have appropriate footwear.

4. **COMPENSATION.** City shall pay Litter Control Provider a maximum limiting amount not to exceed **ONE HUNDRED SEVENTY-FOUR THOUSAND, FOUR HUNDRED SIXTY AND NO/100 DOLLARS PER YEAR ($174,460/Year)** (the "Contract Sum") annually as full and complete compensation for the timely and satisfactory performance of services. The compensation due to Litter Control Provider under this Agreement may only be adjusted by written amendment executed by both parties.

A. **Hourly Rate and Anticipated Number of Hours Per Week**. The maximum limiting amount set forth above is based upon a negotiated hourly rate for services of **ELEVEN AND NO/100 DOLLARS PER HOUR ($11.00/Hour)** and the anticipated delivery of **THREE HUNDRED FIVE (305) COLLECTIVE SERVICE HOURS PER WEEK** by Litter Control Provider personnel each year.

Doc ID: 9c8d8b8ff6f0073f13e26bba8ca33885c90df0df

B. **Invoice Submission**. All invoices submitted by Litter Control Provider shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Litter Control Provider shall submit the original invoice through the responsible City Project Manager at: **Public Works Department, Sanitation Division**, Attn: **Dwayne Drake, 1805 NE 30th Avenue, Bldg. 300, Ocala, Florida 34470**, E-Mail: ddrake@ocalafl.org.

C. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Litter Control Provider; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Litter Control Provider within **THIRTY (30)** calendar days of the Litter Control Provider's remedy or resolution of the inadequacy or defect.

E. **Excess Funds**. If due to mistake or any other reason Litter Control Provider receives payment under this Agreement in excess of what is provided for by the Agreement, Litter Control Provider shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Litter Control Provider's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

F. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Litter Control Provider shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Litter Control Provider be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **AUGUST 1, 2022** and continue in effect for a term of **THREE (3) YEARS**, through and including **JULY 31, 2025** (the "Term"). This Agreement may be renewed for **TWO (2)** additional **ONE (1) YEAR** periods by written consent between City and Litter Control Provider.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due

Doc ID: 9c8d8b8ff6f0073f13e26bba8ca33885c90df0df

to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Litter Control Provider performance shall be extended for a number of days equal to the duration of the force majeure. Litter Control Provider shall be entitled to an extension of time only and, in no event, shall Litter Control Provider be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. Litter Control Provider shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Litter Control Provider under this Agreement shall be provided to the satisfaction and approval of the Project Manager.

A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Litter Control Provider in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

B. Neither the Project Manager's review of Litter Control Provider's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Litter Control Provider's work in progress or for the means, methods, techniques, sequences, or procedures, or safety precautions or programs incident Litter Control Provider's furnishing and performing the work.

Doc ID: 9c8d8b8ff6f0073f13e26bba8ca33885c90df0df

8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Litter Control Provider to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Litter Control Provider written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Litter Control Provider by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

      (1) Litter Control Provider fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

      (2) Litter Control Provider fails to complete the work required within the time stipulated in the Agreement; or

      (3) Litter Control Provider fails to make progress in the performance of the Agreement and/or gives City reason to believe that Litter Control Provider cannot or will not perform to the requirements of the Agreement.

   B. **Litter Control Provider's Opportunity to Cure Default**. City may, in its sole discretion, provide Litter Control Provider with an opportunity to cure the violations set forth in City's notice of default to Litter Control Provider. Litter Control Provider shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Litter Control Provider to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

   C. **City's Remedies Upon Litter Control Provider Default**. In the event that Litter Control Provider fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

      (1) City shall be entitled to terminate this Agreement without further notice;

Doc ID: 9c8d8b8ff6f0073f13e26bba8ca33885c90df0df

(2) City shall be entitled to hire another vendor to provide the required services in accordance with the needs of City;

(3) City shall be entitled to recover from Litter Control Provider all damages, costs, and attorney's fees arising from Litter Control Provider's default prior to termination; and

(4) City shall be entitled to recovery from Litter Control Provider any actual excess costs by: (i) deduction from any unpaid balances owed to Litter Control Provider; or (ii) any other remedy as provided by law.

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Litter Control Provider without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Litter Control Provider shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Litter Control Provider shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Litter Control Provider as permitted under this Agreement and approved by City.

9. **DELAYS AND DAMAGES.** The Litter Control Provider agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Litter Control Provider also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
10. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Litter Control Provider's performance. Any such evaluation will become public record.
11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Litter Control Provider who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

Doc ID: 9c8d8b8ff6f0073f13e26bba8ca33885c90df0df

12. **LITTER CONTROL PROVIDER REPRESENTATIONS**. Litter Control Provider expressly represents that:

    A. Litter Control Provider has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Litter Control Provider under this Agreement.

    B. Litter Control Provider has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Litter Control Provider in the Contract Documents, and that the City's written resolution of same is acceptable to Litter Control Provider.

    C. Litter Control Provider is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

    D. **Public Entity Crimes.** Neither Litter Control Provider, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted Litter Control Provider list following a conviction of a public entity crime. Litter Control Provider understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Litter Control Provider further understands that any person or affiliate who has been placed on the convicted Litter Control Provider list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Litter Control Provider list.

13. **LITTER CONTROL PROVIDER RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Litter Control Provider:

Doc ID: 9c8d8b8ff6f0073f13e26bba8ca33885c90df0df

A. Litter Control Provider shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

B. Litter Control Provider shall be solely responsible for the means, methods, techniques, sequences, or procedures, and safety precautions or programs incident thereto.

C. Litter Control Provider shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

D. Litter Control Provider shall comply with all laws, rules or regulations governing the performance of this Agreement including, without limitation, those involving compensation to its employees or agents such as the Fair Labor Standards Act and that Florida Minimum Wage Act, and shall, upon request by City, provide City with such proof of such compliance including, without limitation, all records required to be maintained thereunder.

E. Litter Control Provider shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Litter Control Provider and City may otherwise agree in writing.

14. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Litter Control Provider or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources

15. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Litter Control Provider. City has the authority to request changes in the work in accordance with the terms of this Agreement. City has the authority to stop work or to suspend any work.

16. **COMMERCIAL AUTO LIABILITY INSURANCE.** Litter Control Provider shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Litter Control Provider with a combined limit of not less than One Million Dollars ($1,000,000) for bodily injury and property damage for each accident. Litter Control Provider shall name City as an additional insured under the insurance policy.

17. **GENERAL LIABILITY INSURANCE.** Litter Control Provider shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

Doc ID: 9c8d8b8ff6f0073f13e26bba8ca33885c90df0df

A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and

B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.

C. Coverage for contractual liability is also required.

D. City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Litter Control Provider. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

18. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Litter Control Provider shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability coverage in amounts required by Florida law. If Litter Control Provider claims an exemption from workers' compensation coverage, Litter Control Provider must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In case any class of employees engaged in hazardous work under this Agreement is not protected under Worker's Compensation statutes, the Litter Control Provider shall provide and cause each subcontractor to provide adequate insurance satisfactory to the City for the protection of its employees not otherwise protected.

19. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Litter Control Provider. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Litter Control Provider's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Litter Control Provider. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided**. Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.

Doc ID: 9c8d8b8ff6f0073f13e26bba8ca33885c90df0df

B. Deductibles. Litter Control Provider's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City. Litter Control Provider is responsible for the amount of any deductible or self-insured retention.

C. Certificates of Insurance. Litter Control Provider shall provide Certificates of Insurance, accompanied by copies of all endorsements required by this section, that are issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of A-V or greater. Renewal certificates must be forwarded to the **City of Ocala Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail: vendors@ocalafl.org** prior to the policy expiration.

*Non-rated insurers must be pre-approved by the City Risk Manager.

D. Failure to Maintain Coverage. In the event Litter Control Provider fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Litter Control Provider under this Agreement, Litter Control Provider shall be considered to be in default of this Agreement.

E. Severability of Interests. Litter Control Provider shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or be endorsed to include, a severability of interests/cross liability provision, so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

F. Mandatory Endorsements for All Required Policies. All required policies shall include: (i) endorsement that waives any right of subrogation against the City of Ocala for any policy of insurance provided under this Agreement or under any state or federal worker's compensation or employer's liability act; and (ii) endorsement to give the City of Ocala no less than **THIRTY (30)** days written notice (with the exception of non-payment of premium which requires a **TEN (10)** calendar day notice) in the event of cancellation or material change.

20. **SAFETY/ENVIRONMENTAL.** Litter Control Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Litter Control Provider shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Litter Control Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

Doc ID: 9c8d8b8ff6f0073f13e26bba8ca33885c90df0df

A. All employees on the work and other persons that may be affected thereby;
B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of work.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Litter Control Provider, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Litter Control Provider. Litter Control Provider's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

21. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Litter Control Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
22. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Litter Control Provider or any other persons or organizations having a direct contract with Litter Control Provider, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Litter Control Provider or any other persons or organizations having a direct contract with Litter Control Provider, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Litter Control Provider, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
23. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Litter Control Provider, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any

Doc ID: 9c8d8b8ff6f0073f13e26bba8ca33885c90df0df

work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Litter Control Provider shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Litter Control Provider's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

24. **INDEPENDENT CONTRACTOR STATUS.** Litter Control Provider acknowledges and agrees that under this Agreement, Litter Control Provider and any agent or employee of Litter Control Provider shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Litter Control Provider nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Litter Control Provider nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Litter Control Provider in its performance of its obligations under this Agreement.
25. **ACCESS TO FACILITIES.** City shall provide Litter Control Provider with access to all City facilities as is reasonably necessary for Litter Control Provider to perform its obligations under this Agreement.
26. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
27. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Litter Control Provider under this Agreement be abandoned, or should Litter Control Provider become insolvent, or if Litter Control Provider shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

Doc ID: 9c8d8b8ff6f0073f13e26bba8ca33885c90df0df

28. **PUBLIC RECORDS.** Litter Control Provider shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Litter Control Provider 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 Litter Control Provider 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 Litter Control Provider or keep and maintain public records required by the public agency to perform the service. If Litter Control Provider transfers all public records to the public agency upon completion of the contract, Litter Control Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Litter Control Provider keeps and maintains public records upon completion of the contract, Litter Control Provider 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 LITTER CONTROL PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LITTER CONTROL PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

29. **AUDIT.** Litter Control Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the

Doc ID: 9c8d8b8ff6f0073f13e26bba8ca33885c90df0df

Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

30. **PUBLICITY.** Litter Control Provider shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
31. **E-VERIFY.** In accordance with Executive Order 11-116, Litter Control Provider shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Litter Control Provider shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
32. **CONFLICT OF INTEREST.** Litter Control Provider is required to have disclosed, prior to execution of this Agreement, the name of any officer, director, or agent who may be employed by the City. Litter Control Provider shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Litter Control Provider's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
33. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
34. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
35. **INDEMNITY.** Litter Control Provider shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this

Doc ID: 9c8d8b8ff6f0073f13e26bba8ca33885c90df0df

Agreement to the extent attributable to the actions of Litter Control Provider, its agents, and employees.

36. **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.

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

If to Litter Control Provider:

Wear Gloves, Inc.
Attention: Ken Kebrdle, President
1469 N. Magnolia Avenue, Unit B
Ocala, Florida 34474
Phone: 352-727-0239
E-mail: ken@weargloves.org

If to City of Ocala:

Procurement & Contracting Department
Attn: Daphne M. Robinson, Contracting Officer
City of Ocala, City Hall
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8343 FAX: 352-690-2025
Email: Notices@ocalafl.org

Copy to:

Robert W. Batsel, Jr.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-579-6536
E-mail: rbatsel@lawyersocala.com

38. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or

Doc ID: 9c8d8b8ff6f0073f13e26bba8ca33885c90df0df

misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

39. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

40. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

41. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this

Doc ID: 9c8d8b8ff6f0073f13e26bba8ca33885c90df0df

Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

42. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
43. **MUTUALITY OF NEGOTIATION.** Litter Control Provider and City acknowledge that this Agreement is a result of negotiations between Litter Control Provider and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
44. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
45. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
46. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
47. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
48. **ELECTRONIC SIGNATURE(S).** Litter Control Provider, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
49. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement.

Doc ID: 9c8d8b8ff6f0073f13e26bba8ca33885c90df0df

No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on 06 / 22 / 2022.

ATTEST:

Angel B. Jacobs
City Clerk

CITY OF OCALA

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

Robert W. Batsel, Jr.
City Attorney

WEAR GLOVES, INC.

By: Ken Kebrdle
(Printed Name)

Title: Chairman
(Title)

Doc ID: 9c8d8b8ff6f0073f13e26bba8ca33885c90df0df

TITLE	For Signature: Agreement for Litter Control Services...
FILE NAME	FOR SIGNATURE - A... (PWD 220178).pdf
DOCUMENT ID	9c8d8b8ff6f0073f13e26bba8ca33885c90df0df
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SENT	**06 / 08 / 2022** 15:43:43 UTC-4	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Ire Bethea, Sr. (ibethea@ocalafl.org), Angel Jacobs (ajacobs@ocalafl.org) and Ken Kebrdle (ken@weargloves.org) from plewis@ocalafl.org IP: 216.255.240.104
VIEWED	**06 / 09 / 2022** 20:51:43 UTC-4	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
SIGNED	**06 / 09 / 2022** 20:54:08 UTC-4	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
VIEWED	**06 / 13 / 2022** 09:25:49 UTC-4	Viewed by Ire Bethea, Sr. (ibethea@ocalafl.org) IP: 24.250.133.62
SIGNED	**06 / 13 / 2022** 09:26:53 UTC-4	Signed by Ire Bethea, Sr. (ibethea@ocalafl.org) IP: 24.250.133.62

TITLE	For Signature: Agreement for Litter Control Services...
FILE NAME	FOR SIGNATURE - A... (PWD 220178).pdf
DOCUMENT ID	9c8d8b8ff6f0073f13e26bba8ca33885c90df0df
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

VIEWED	**06 / 13 / 2022** 09:38:34 UTC-4	Viewed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**06 / 13 / 2022** 09:38:43 UTC-4	Signed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
VIEWED	**06 / 13 / 2022** 09:46:14 UTC-4	Viewed by Ken Kebrdle (ken@weargloves.org) IP: 216.255.254.135
SIGNED	**06 / 22 / 2022** 08:08:03 UTC-4	Signed by Ken Kebrdle (ken@weargloves.org) IP: 216.255.254.135
COMPLETED	**06 / 22 / 2022** 08:08:03 UTC-4	The document has been completed.

Ocala

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Item Details

File Number: 2022-0895

ID #:	2022-0895	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	8	**In Control:**	City Council
				File Created:	05/10/2022
Presented By: :				**Final Action:**	06/07/2022

rmal Title: Approve a three-year contract with Wear Gloves Inc. for annual litter control services in the amount of $523,380

Internal Notes:

		Target Meeting:	06/07/2022
Sponsors:		**Enactment Date:**	
Attachments:	FOR COUNCIL - Agreement for Litter Control Services PWD 220178, Wear Gloves Weekly Schedule	**Enactment Number:**	
:ommendation:		**Hearing Date:**	
Entered by:	dphillips@ocalafl.org	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/07/2022	Approved				Pass
	Action Text:						
	Notes:	There being no discussion the motion carried by roll call vote. Aye: 5 Pro Tem Hilty Sr, Pro Tem Dreyer, Council Member Mansfield, Council Member Musleh, and Council President Bethea Sr					

Text of Legislative File 2022-0895

Submitted By: Danielle Phillips
Presentation By: Darren Park
Department: Public Works

STAFF RECOMMENDATION (Motion Ready):
Approve a three-year contract with Wear Gloves Inc. for annual litter control services in the amount of $523,380

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

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The City of Ocala has staffing needs for litter control, landscape maintenance, and miscellaneous services identified by city departments. Wear Gloves Inc. (Wear Gloves), a community non-profit provider, has provided these services since September 6, 2019 and has performed exceptionally well. Their contract expires July 31, 2022.

FINDINGS AND CONCLUSIONS:
The Public Works Sanitation Division has staffing needs for litter control in city parks. Wear Gloves shall provide litter control personnel who shall not work for any period over eight (8) hours per day for a maximum of forty (40) hours per week and with a rate of eleven (11) dollars per hour.
Public Works sought a procurement exemption which would allow the City to continue to use Wear Gloves for the provision of litter control services without issuing a competitive solicitation on the grounds that Wear Gloves has provided efficient, cost-effective specialty services to the City over the past three years. The City Contracting Officer granted the exemption after considering the limited number of entities providing litter control services and that the City has benefited from the provision of such services.
Staff recommends approval of a three-year contract beginning August 1, 2022 through July 31, 2025 with the option for two (2) additional one-year (1-year) renewal periods.

FISCAL IMPACT:
Funding for this contract is budgeted in 453-023-326-534-53-34010 for FY21-22 in the amount of $30,195 and will be budgeted for FY22-23 and FY23-24 in the amount of $174,460 and for FY24-25 in the amount of $144,265.

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

policies.

LEGAL REVIEW:
The agreement has been reviewed and approved for form and legality by the City Attorney Robert W. Batsel, Jr.

ALTERNATIVE:
- Deny
- Table
- Direct Otherwise

AGREEMENT FOR LITTER CONTROL SERVICES

THIS AGREEMENT is entered into this 6TH day of SEPT, 2019, by and between the CITY OF OCALA, a Florida municipal corporation ("City") and WEAR GLOVES, INC., a Florida not-for-profit corporation (EIN: 27-3644705), located at 701 SE Sanchez Avenue, Ocala, FL 34471 ("Litter Control Provider").

WHEREAS:

The City has a need for litter control services, landscape maintenance, and miscellaneous services identified by city departments.

Wear Gloves, a community non-profit provider, is willing to provide these services.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

1. **SERVICES**. Wear Gloves shall provide litter control services, landscape maintenance, and miscellaneous services to the City as needed and when requested by city departments as described, and pursuant to the contents and sections within this Agreement.

2. **TERM.** The term of this Agreement shall commence on **August 6, 2019** and shall end on **July 31, 2020**. This Agreement may be renewed for two (2), consecutive one (1) year terms upon the mutual written consent of both parties, unless terminated by either party pursuant to the terms of this Agreement.

3. **COMPENSATION.** The City will pay the Litter Control Provider for services a total of **$2,080 per week (TWO-THOUSAND, EIGHTY DOLLARS)** for a crew of four litter collectors and one supervisor working 40 hours each per week.

   Invoicing:

   A. Litter Control Provider shall invoice the City monthly for each week completed for the preceding calendar month.

   B. Invoices for this agreement will be prepared by Litter Control Provider, and submitted to each responsible City Project Manager electronically through email.

C. All invoices must contain the City contract number.
D. Completed invoices must be reviewed and agreed upon by City Project Manager; this review and agreement shall not be unreasonably withheld, conditioned, or delayed.

4. **LITTER CONTROL PROVIDER DUTIES.** The duties of the Litter Control Provider are outlined below:
   A. Litter control services will be provided daily in the parks and areas identified in **Exhibit A- Litter Control Park Schedule.**
   B. Landscape maintenance and miscellaneous services may also be required, and will be coordinated with the City project manager in lieu of litter control efforts.
   C. Labor hours are verified, via email, on Mondays for any work completed during the prior week.
   D. Services utilized through this Agreement can be terminated at will. The City will inform the Litter Control Provider in writing or via email when a litter control worker is no longer needed or desired.
   E. The Litter Control Provider will have a drug free workplace program in place. Litter Control Provider's employees will not consume alcohol during working hours, will not work while under the influence of alcohol or illegal substances, and will not smoke while in City vehicles or buildings.
   F. During the assignment, litter control workers shall not work for any period over eight (8) hours per day for a maximum of forty (40) hours per week without prior authorization from the City.

5. **EMPLOYEE UNIFORM/ SAFETY VESTS.** Litter Control Provider's employees and personnel assigned to provide temporary labor services under this Agreement shall present a neat and clean appearance suitable for duties as directed. Litter Control Provider is required to provide yellow safety vests to workers, and insure they have appropriate footwear.

6. **SUBCONTRACTING/ASSIGNMENT.** Litter Control Provider shall not assign/subcontract any work without the prior written approval of the City. The City reserves the right to decline any assignments/subcontracting.

7. **PERFORMANCE EVALUATION.** At the end of the contract, the City will evaluate the Litter Control Provider's performance. This evaluation will become public record.

8. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges the Litter Control Provider is an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Litter Control Provider performs hereunder.

9. **INDEMNITY.** Litter Control Provider shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement or Litter Control Provider's breach of any obligation under this Agreement, including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Litter Control Provider, its agents, or employees.

10. **LITTER CONTROL PROVIDER REPRESENTATIONS.**

    A. The Litter Control Provider has examined and carefully studied the Contract Documents and the other related data.

    B. The Litter Control Provider is familiar with and is satisfied as to all Federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

    C. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. **ADDITIONAL INSURED.** The "City of Ocala" shall be added to all third party coverage required by and provided for this contract as an "ADDITIONAL INSURED," but only to the extent of the risk obligations assumed hereunder by Litter Control Provider.

12. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Severability of Interests. Litter Control Provider shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests / cross liability provision, so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

B. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of the Litter Control Provider. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Litter Control Provider's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover the Litter Control Provider.

C. Duplicate Coverage.

1. Insurance required of the Litter Control Provider or any other insurance of the Litter Control Provider shall be considered primary and insurance or self-insurance of the City shall be considered excess, as may be applicable to claims against the City which arise out of this contract.

2. Insurance written on a "Claims Made" form is not acceptable without City Risk Management consultation.

3. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.

D. Deductibles. Litter Control Provider's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. They shall be reduced or eliminated at the option of the City. The Litter Control Provider is responsible for the amount of any deductible or self- insured retention.

E. Certificates. Litter Control Provider shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least A, showing the "City of Ocala" as an Additional Insured. Shown on the certificate as the certificate holder should be: **City of Ocala, Contracting Department- 3rd FL, 110 SE Watula Ave, Ocala, FL 34471**. Renewal certificates must also be forwarded to the Contracting Department prior to the

policy expiration. Ten (10) days written notice must be provided to the City in the event of cancellation

*Non-rated insurers must be pre-approved by the City Risk Manager.

F. Failure to Maintain Coverage. In the event that Litter Control Provider shall fail to obtain or maintain in full force and effect any insurance coverage required to be obtained by Litter Control Provider under this agreement, the Litter Control Provider shall be considered to be in default of this agreement.

13. **LIABILITY INSURANCE.** General liability insurance, with combined single limits of not less than $1,000,000 per occurrence shall be provided and maintained by the Litter Control Provider. The only aggregate limit acceptable is a "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501 or equal).

A. If the Commercial General Liability form is used:

1. Coverage A - shall include premises, operations, products and completed operations, independent Litter Control Providers, contractual liability covering this contract and broad form property damage coverage.
2. Coverage B - shall include personal injury.
3. Coverage C - medical payments, is not required.

B. If the Comprehensive General Liability form is used, it shall include at least:

1. Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent Litter Control Providers, and property damage resulting from explosion, collapse or underground (XU) exposures.

14. **BUSINESS AUTO LIABILITY.** Business Auto Liability insurance shall be provided by the Litter Control Provider with combined single limits of not less than $100,000 per person, $300,000 per occurrence, and is to include bodily injury and property damage liability arising out of operation, maintenance, or use of any auto including owned, non-owned and hired automobiles and employee non-ownership use.

15. **RELATIONSHIP OF PARTIES.** Neither this Agreement, nor any term, provision, payment or right hereunder shall in any way or for any purpose constitute or cause City to become or be deemed a partner of Litter Control Provider in the conduct of its business,

or otherwise, or to cause City to become or be deemed a joint adventurer or a member of a joint enterprise with Litter Control Provider, as City is and shall remain an independent Litter Control Provider by reason of this Agreement.

16. **TERMINATION.** If the Litter Control Provider defaults in the performance or materially breaches any provision of this Agreement, the City may, at its option, terminate this Agreement by giving written notification thereof to the other party at least thirty (30) days in advance of termination. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

17. **DEFAULT.** This Agreement is critical to the City and the City reserves the right to immediately cancel either in whole or in part any portion of this Agreement due to failure of the Litter Control Provider to carry out any obligation, term, or condition of the Agreement. The City will issue a written notice of default effective immediately and not deferred by any interval of time. Default shall be considered to be any act or failure to act on the part of the Litter Control Provider including, but not limited to, any of the following:

    A. Litter Control Provider fails to adequately perform the services set forth in the specifications of the Agreement;

    B. Litter Control Provider fails to make progress in the performance of the Agreement and/or gives the City reason to believe that the Litter Control Provider will not or cannot perform to the requirements of the Agreement.

18. **REMEDIES/OPPORTUNITY TO CURE.** If Litter Control Provider defaults on any provision of this Agreement, City may, at its sole discretion, give written notice to Litter Control Provider detailing Litter Control Provider's violations and giving Litter Control Provider an opportunity to cure the default. If such violation is not corrected to the reasonable satisfaction of City within the time required by the City to cure the default, after the date of notice of violation, the City may, without further notice, declare Litter Control Provider to be in breach of this Agreement and pursue any and all remedies available at law or equity, including termination of this agreement without further notice and all rights of Litter Control Provider hereunder. Notwithstanding City's termination of the Agreement, Litter Control Provider shall remain liable to City for damages, costs, or attorney's fees arising prior to such termination. In case of default, the City reserves the right to hire another Litter Control Provider to complete the required work in accordance with the needs of the City. City may recover any actual excess costs from

the Litter Control Provider by: (a) Deduction from an unpaid balance, or (b) Any other remedy as provided by law.

19. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

20. **FORCE MAJEURE.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. In the event that Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue.

21. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.

22. **TERMINATION FOR CONVENIENCE.** Parties may at any time and for any reason terminate services by providing a 30-day notice to the other party. Upon receipt of such notice, Litter Control Provider shall, unless the notice directs otherwise, immediately discontinue the work in connection with the performance of this Agreement. Upon such termination, Litter Control Provider shall be entitled to payment only as follows: (1) the actual cost of the work hours completed in conformity with this

Agreement; plus, (2) such other costs actually incurred by Litter Control Provider as permitted by the contract and approved by City.

23. **NON EXCLUSIVITY.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Litter Control Provider. This Contract shall not restrict City from acquiring similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.

24. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

25. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Litter Control Provider agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

26. **PUBLIC ENTITY CRIMES.** Litter Control Provider on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a Litter Control Provider, supplier, subcontractor Control Provider, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list..

27. **COMPLIANCE WITH OTHER LAWS.** Litter Control Provider shall comply with all laws, rules or regulations governing the performance of this Agreement including, without limitation, those involving compensation to its employees or agents such as the Fair Labor Standards Act and the Florida Minimum Wage Act, and shall, upon request by City, provide City with such proof of such compliance including, without limitation, all records required to be maintained thereunder.

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

If to Litter Control Provider:	Wear Gloves, Inc. Ken Kebrdle, President 1469 N. Magnolia Ave., Unit B Ocala, FL 34471 Phone: 352-727-0239 Email: ken@weargloves.org
If to City:	Tiffany Kimball, Contracting Officer 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8366 Fax: 352-690-2025 Email: tkimball@ocalafl.org
Copy to:	Patrick G. Gilligan Gilligan, Gooding, Franjola & Batsel, P.A. Attorneys at Law 1531 SE 36th Avenue Ocala, Florida 34471 Phone: 352-867-7707 Fax: 352-867-0237 Email: pgilligan@ocalalaw.com

29. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought

for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

29. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

30. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

31. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of

venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

32. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

33. **MUTUALITY OF NEGOTIATION.** Litter Control Provider and City acknowledge that this Agreement is a result of negotiations between Litter Control Provider and City, and the Agreement shall not be construed in favor of, or against, either party as a result of that party having been more involved in the drafting of the Agreement.

34. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

35. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

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

37. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

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

30. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral,

written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

Angel B. Jacobs
City Clerk

CITY OF OCALA

~~Mary S. Rich~~
City Council President

Approved as to form and legality:

For Patrick G. Gilligan
City Attorney

WEAR GLOVES, INC.

Ken Kebrdle as President

E:\CITY\Public Works\General\2019\Wear Gloves\Contract JG 8-19-19.docx

File #: 2025-1692 Agenda Item #: 10m.

Submitted By: Tiffany Stewart

Presentation By: Darren Park

Department: Public Works

STAFF RECOMMENDATION (Motion Ready):
Approve the re-award of contract for stormwater grounds maintenance services for the City's southeast section to Southern Charm Mowing & Landscaping, LLC in the amount of $367,780

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

PROOF OF PUBLICATION:
Bid Released to Public: 10/2/2024

BACKGROUND:
The Public Works Stormwater Division is responsible for mowing drainage retention areas and stormwater system conveyance ditch lines. The mowing is based on a set number of cuts per month for each month of the calendar year. The scheduled mowing ensures an acceptable appearance and helps maintain system capacity and performance. Public Works does not have the staffing to complete these services.

On January 21, 2025, the City Council approved the award of Contract No.: PWD/241018 to Dragonfly Pond Works, LLC (Dragonfly).

Bidder Name	Office Location	Total Bid
~~Dragonfly Pond Works, LLC~~	~~Raleigh, NC~~	~~$343,980.00~~
~~Sulter Precision Cuts, LLC~~	~~Ocala, FL~~	~~$352,170.00~~
Southern Charm Mowing & Landscaping	Belleview, FL	$373,380.00
Solo Cats	Ocala, FL	$382,830.00
Top Quality Lawn Maintenance	Ocala, FL	$491,400.00
Inshape Maintenance, Inc	Ocala, FL	$548,100.00
A Native Tree Service, Inc	Miami, FL	$760,958.10
NaturChem, Inc d/b/a Opterra Solutions, Inc	Lake City, FL	$1,238,606.46

The quality of services provided by Dragonfly has fallen below acceptable standards. The contract with Dragonfly has been terminated effective August 1, 2025.

FINDINGS AND CONCLUSIONS:
The second-lowest bidder, Sulter Precision Cuts, LLC, was awarded the contract for the northeast quadrant of the city for stormwater grounds maintenance, which rendered it ineligible for the southeast quadrant. City staff contacted the third-lowest responsible bidder, Southern Charm Mowing & Landscaping, LLC, who agreed to assume the balance of the contract term through February 29, 2028, with an option for two one-year renewals.

Work assigned to the previous vendor through August 1, 2025, totals $65,520. Work to be completed by Southern Charm, based on the set number of cuts per month, beginning August 1, 2025, through the end of the contract, will amount to $302,260. This brings the total contract balance to $367,780 ($65,520+$302,260=$367,780).

FISCAL IMPACT:
Funding for this contract has been budgeted in account 158-023-430-538-53-34010 for Fiscal Year 2024-25 in the amount of $101,080; $124,460 has been budgeted for Fiscal Year 2025-26; $124,460 will be budgeted for Fiscal Year 2026-27; and $17,780 will be budgeted in account 158-023-430-538-53-34010 for Fiscal Year 2027 -28.

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

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

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

AGREEMENT FOR STORMWATER GROUNDS MAINTENANCE SERVICES – SOUTHEAST

THIS AGREEMENT FOR STORMWATER GROUNDS MAINTENANCE SERVICES – SOUTHEAST ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **SOUTHERN CHARM MOWING & LANDSCAPING, LLC,** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 93- 4690199) ("Contractor").

WHEREAS, on October 2, 2024, City issued an Invitation to Bid for the provision of stormwater ground maintenance services for drainage retention ponds located in the Southeast sections of the City, ITB No.: PWD/241018 (the "Solicitation"); and

WHEREAS, nine (9) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, Southern Charm Mowing & Landscaping, LLC was found to be the second lowest; and

WHEREAS, After the termination of the lowest bidder's contract, Southern Charm Mowing & Landscaping, LLC was selected to provide stormwater ground maintenance services in drainage retention ponds located in the Southeast sections of the City for the remainder of the contract term; and

WHEREAS, Contractor certifies that Contractor is qualified and possesses the required experience and licensure.

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

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:
   Exhibit A: Scope of Work (A-1 through A-5)
   Exhibit B: Price Proposal (B-1 through B-8)
   Exhibit C: SE Quadrant Mowing (C-1-through C-11)
   Exhibit D: SE DRA Size (D-1 through D-2)

   If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit C, then (3) Exhibit B, then (4) Exhibit D.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Contractor an amount no greater than **THREE HUNDRED SIXTY-SEVEN THOUSAND, SEVEN HUNDRED EIGHTY AND NO/100 DOLLARS ($367, 780)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.

   A. **Price Adjustments.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT (3%)** annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Contractor's proposed price increases. Contractor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Contractors are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.

   B. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall invoice at least once a month. Months with two mowing cycles: The invoice for the first cycle must be sent no later than the beginning of the third week of the month, while the invoice for the second cycle must be submitted by the first week of the following month. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Public Works Department**, Attn: **Brian Herrick, 1805 NE 30th Avenue, Building 300 Ocala, Florida 34470**, E-Mail: bherrick@ocalafl.gov.

   C. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

   D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

   E. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must

also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

F. **Amounts Due to the City**. Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **AUGUST 6, 2025,** and continue in effect for a term through and including **FEBRUARY 29, 2028** (the "Term"). This Agreement may be renewed for up to **TWO (2)** optional **ONE (1) YEAR** periods by written consent between City and Contractor.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.

   A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what

is to be performed under this Agreement and shall not extend to the actual execution of the work.

B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures or safety precautions or programs incident Contractor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

(1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

(2) Contractor provides material that does not meet the specifications of the Agreement;

(3) Contractor fails to complete the work required within the time stipulated in the Agreement; or

(4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;

(2) City shall be entitled to hire another Contractor to complete the required work in accordance with the needs of City;

(3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and

(4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Contractor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

9. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

10. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

12. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.

B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.

C. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

D. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.

C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

14. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

15. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.

16. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per

occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

17. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.
    C. Policy must include coverage for contractual liability and independent contractors.
    D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
18. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
    A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
    B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
    C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
19. **ADDITIONAL INSURANCE REQUIREMENTS.**
    A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
    B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
    C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall

Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

20. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;

B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

21. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

22. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

23. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

24. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to

create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

25. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.

26. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

27. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

28. **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.

29. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

30. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

31. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e- verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

32. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

33. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

34. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

35. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers

may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

36. **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.

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

If to Contractor:	Southern Charm Mowing & Landscaping, LLC Attention: Michelle Grimmo 4850 NW 46th Avenue Ocala, Florida 34482 Phone: 207-520-1685 E-mail: southerncharmmowing@gmail.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

38. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

39. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
40. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.
41. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
42. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
43. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
44. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
45. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
46. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

47. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
48. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
49. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
50. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

CITY OF OCALA

_____
Kristen Dreyer
City Council President

SOUTHERN CHARM MOWING & LANDSCAPING, LLC

_____

By: _____
(Printed Name)

Title: _____
(Title)

BACKGROUND

1. Contractor shall provide Stormwater grounds maintenance services for the Southeast sections of the City. These services shall include grounds maintenance services for the City drainage retention pounds (DRA'S). Contractor shall provide all labor, equipment, tools, and materials necessary to provide professional maintenance services.
2. All work must be coordinated by the City's Project Manager Brian Herrick (352) 351-6927 bherrick@ocalafl.gov; or Dan Slivka, (352) 351-6729 dslivka@ocalafl.gov.
3. Contractor must provide a valid telephone number and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to leave a message.

WORK AREAS

1. The specific work areas will be given to the Contractor at the pre-work meeting.

DEFINITIONS

1. **Trash** is defined as anything loose and useless (examples but not limited to) bottles, cans, paper, plastic bags, plastic bottles, plastic food wrappers, and Styrofoam cups and plates.
2. **Debris** is defined as objects lying on the ground in an area to be mowed that is mostly organic (examples but not limited to) tree limbs less than **six (6) inches** in diameter and smaller than six (6) feet in length, tree branches, twigs, hedge clippings, and sapling trimmings. **One (1)** or **two (2)** broken concrete blocks would qualify as debris, but an abundance of blocks would be the City's responsibility to move. If the Contractor finds large items such as old tires, concrete blocks, old chairs or sofas, dead car batteries, etc., on a site to be mowed, the Contractor shall contact the City Project Manager to report the findings and the City will remove and properly dispose of the debris. Otherwise, it is the Contractor's responsibility to remove and properly dispose of the debris before mowing.

CONTRACTOR RESPONSIBILITIES

The following maintenance duties are required for each mowing cycle at all properties:

1. Mow and weed eat each property, including the city right-of-way. Survey markers, fire hydrants, electric poles, and water meters usually determine the roadway/right-of-way limits.
2. Sidewalks and curbs must be properly edged (provide edge line with power equipment).
3. Litter such as any trash and debris must be picked up and disposed of properly.
4. Areas must be sprayed for weed control as needed. Weeds in sidewalks/driveways within the city are sprayed for weed control.
5. Clean/mow around each tree.
6. After each location is completed, the Contractor shall take a cellphone photo using the Solocator or Timestamp cell phone app of the property and e-mail it to the City-designated e-mail address. The Contractor shall submit the photo daily as each location is completed. The Contractor shall also copy each manager in the Streets Division.

7. All mowing locations must have the line-item number attached to each photo using the Solocator or Timestamp apps. Visit www.solocator.com or www.timestampcamera.com for details.
8. Additional mowing cycles are required in the heavier summer months (Contractor shall comply with the schedule).
9. Contractor shall be responsible for supervising each mowing sub-contractor or mowing crew.

MINIMUM EQUIPMENT REQUIRED

1. Three (3) zero-turn mowers
2. Two (2) weed or string trimmers
3. One (1) edger
4. One (1) blower

MOWING

1. Mow at a height of **two (2) inches** for Bahia grass and **three (3) inches** for St. Augustine grass.
2. All mowing shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. Any change to days and/or times must be approved by the City Project Manager. There will be no mowing on City-observed holidays. The City Project Manager will provide the Contractor with a list of City-observed holidays. Weekend work may be done at the Contractor's discretion, but the City reserves the right to prohibit weekend work. The Contractor shall immediately notify the City Project Manager of any emergencies that arise during the performance of work.
3. Proper equipment must be used to mow City sites to prevent scalping, rutting, or cutting off tops of slopes with mowing equipment, causing soil erosion.
4. All equipment must be properly maintained with sharp blades, so the grass is cut and not torn, to prevent damage to the grass plants.

Continued next page.

Contractor shall mow all grassed areas by the frequencies indicated below:

Month	Cuts Per Year		
	14	14	14
January			
February			
March	1	1	1
April	1	1	1
May	2	2	2
June	2	2	2
July	2	2	2
August	2	2	2
September	2	2	2
October	1	1	1
November			
December	1	1	1

Note: Refer to Exhibit B- Price Proposal to see how many cuts each location gets per year.

5. The City does not include an allowance for delays caused by the effects of inclement weather; however, the City will grant time extensions, on a day-to-day basis, for delays caused by the effects of rains or other inclement weather conditions. No additional compensation will be made for delays caused by inclement weather. The Contractor shall submit a written request to the City Project Manager (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather.
6. Contractor must pick up trash and debris in and around the area to be mowed (including fence lines) before mowing and properly dispose of it so it is not chopped up by the mower. The Contractor shall be responsible for a clean area (free of trash and debris) with a neat appearance, even cut and no clumps of grass to remain in the mowed areas.
7. Contractor shall be responsible for all damage incurred to any water sprinkler systems, shrubs, trees, etc. while performing grounds maintenance services. All damages shall be immediately reported to the City Project Manager who will determine the need for replacement and/or repairs. All replacement and/or repairs for damage done by the Contractor shall be performed at no cost to the City. Any damaged ground sprinklers shall be repaired immediately to comply with water conservation regulations.
8. Backflow assemblies are located in various areas throughout the City. If a backflow assembly unit is damaged or destroyed by the Contractor, the Contractor shall be liable for all damages and shall

be responsible for any costs associated with the repair or replacement of the unit(s). Contractor's employees shall always have a wrench to shut off the water, should damage occur to a backflow assembly.

9. Mowing areas will include tops (inside and outside fenced-in areas) slopes and any easement leading to the retention pond including the entire Right of Way (ROW) that borders the retention pond.
10. The bottoms of the retention ponds will not be cut by the Contractor unless specifically noted in **Exhibit B – Price Proposal**.
11. Some DRA bottoms noted shall be bush-hogged, raked, and disposed of the bottom growth once during the dormant season (**December**). The accumulated vegetation from this cut will be gathered by a rake, loaded, removed, and disposed of properly. Due to the likelihood of material having high metal, nitrate and phosphorous levels, this material shall not be fed to livestock.

WEED TRIMMING

1. Trimming shall be done in areas inaccessible by mowers (fence lines, trees, signs, etc).
2. When using chemicals to treat fence lines, special care shall be used to ensure chemicals are not sprayed onto adjacent private property.
3. A three-inch (3") swath shall be sprayed on either side of the fence to maintain grass and weed control, providing the adjacent side of the fence is not private property. If the adjacent side is private property, only a three-inch (3") swath shall be sprayed on the City property. Once the vegetation has been treated with chemicals, the dead grass, weeds, and vines shall be removed with a weed-eater or similar device down to ground level, and the remaining dead vegetation removed from the fence.
4. A three-inch (3") diameter area from the base of trees shall be maintained when trimming around trees. The Contractor shall chemically kill or retard the growth directly under trees using suitable and equally effective herbicide. When chemically trimming around trees, special care shall be given so as not to spray the suckers growing from the ground around the tree; as this may damage or kill the tree. Removal of the bark greater than 25% of the diameter of the tree shall require the tree to be replaced. This is common around Crape Myrtles and not normally found around oaks and other common hardwood trees.
5. Grass debris shall never be blown into roadways. Grass clippings shall be blown away from roadways, but not into retention ponds. The Contractor shall ensure all cuttings are kept off the streets and sidewalks.
6. **Sidewalks shall be edged. The Contractor shall provide proper edging techniques and equipment to edge all curbs and sidewalks, gas-powered edging tools are required.**
7. In areas where there are cracks in the sidewalks with grass and weeds growing through the cracks, the vegetation shall be sprayed with an approved herbicide. After the vegetation is dead, it shall be removed with a weed-eater or similar string device.
8. The Contractor shall provide a manicured professionally mowed project at each location.

MISCELLANEOUS

1. Contractor must immediately report sinkholes to the Public Works Department at 352-351-6733.
2. Contractor must have at least one crew member who communicates fluently in English.
3. Properties having gates: The Contractor shall report to the City Project Manager any gates needing repair for failure to close, open, or lock.
4. Contractor's employees shall always wear shirts or have a badge that identifies the company, and all trucks belonging to the Contractor must bear the company's name.
5. When working near roadways, Contractor's employees shall wear an FDOT (Florida Department of Transportation) approved vest and place FDOT-approved safety cones and FDOT-approved "**Men Working Signs**" in front of, and behind, company vehicles.
6. At the end of each working day, the Contractor shall submit a list of all locations that have been mowed to the City Project Manager.
7. All walking trails and sidewalks in or around the right of way shall be free of grass clippings and weeds. Edging required.
8. ***Add the amount of bagged litter picked up*** *to each invoice submitted, at the top of the invoice.*

Exhibit B - PRICE PROPOSAL		CONTRACT# PWD/241018
	CONTRACTOR NAME	**LOCATION**
	Southern Charm Mowing & Landscaping, LLC	Ocala, FL

SOUTHEAST LOCATIONS

ITEM	DESCRIPTION	Est. Acre	UOM	#CUTS	UNIT COST
PWD/SE 01	**DRA #266 SE 2nd St & SE 32nd Ave Mow top & slopes to fencelines to the West & North. Mow to the road to the East & South. Weedeat both fencelines, around all trees, structures, signs, etc.. Brushback around trees, fencelines of any growth or overhanging**	0.21	EA	1	$ 75.00
PWD/SE 02	**DRA #258 SE 5th Pl & SE 34th Ave (Enter through alleyway off of 34th Ave) Mow top & slopes to fencelines to the North,East, and South. Mow to woodline on West side. Weedeat all fencelines, around trees, structures, signs, etc.. Brushback growth around trees, on fencelines, and any encroachment from West woodline**	0.76	EA	1	$ 75.00
PWD/SE 03	**DRA #219 Next to 3738 SE 4th St Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures, etc.. Mow outside from North fenceline to road. Weedeat outside fenceline, around poles, signs etc.. Edge curbing along road. Brushback fencelines, around trees of any growth or overhanging**	0.33	EA	1	$ 75.00
PWD/SE 04	**DRA 218 SE 3rd St & SE 39th Terr Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures, etc.. Mow outside from South & West fencelines to the road. Weedeat both outside fencelines, around trees, structures, trees, etc.. Brushback fencelines, around trees of any growth or overhanging**	0.34	EA	1	$ 75.00
PWD/SE 05	**DRA # 202 Next to 4354 E. Fort King St Mow top, slopes, and bottom West to woodline, East to fencline, South to markers/ballards & North to road. Weedeat around poles, trees,**	0.31	EA	1	$ 75.00
PWD/SE 06	**DRA #201 Enter between 4517 & 4527 SE 4th Pl Mow top, slopes, and bottom to North, East, South, and West main property lines of DRA parcel #2779+001-009. Mow easement Between 4517 & 4527 NE 4th Pl. Weedeat any fencelines, around strucutres, trees, etc.. Edge curbing along entrance.**	1.12	EA	1	$ 84.00
PWD/SE 07	**DRA #216 SE 8th St & SE 36th Ave (North DRA) Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around structures, trees, etc.. Mow outside from South fence to road & outside West fence to sidewalk. Weedeat both outside fencelines, around trees, signs, strucutres, etc. Edge sidewalk & small section of curbing. Brushback fencelines & around trees of any growth or overhanging**	1.3	EA	1	$ 97.00
PWD/SE 08	**DRA #217 SE 8th St & SE 36th Ave (South DRA) Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures, etc.. Weedeat both sides of island in the middle down to water. Mow outside from North fence to the road & outside West fence to sidewalk. Weedeat both outside fencelines, around trees, structures, signs, poles, etc.. Edge sidewalk & small section of curbing. Brushback fencelines & around trees of any growth or overhanging.**	4.06	EA	1	$ 304.00

PWD/SE 09	**DRA #221 SE 8th St & SE 44th Ave Mow top & slopes to all inside fencelines (both upper & lower DRAS) Weedeat all inside fencelines, around trees, structures, etc.. Mow outside from South & East fences to road. Weedeat both outside fencelines, around poles, structures, signs, etc.. Edge South side sidewalk. Brushback fencelines & around trees of any growth or overhanging**	1.13	EA	1	$	84.00
PWD/SE 10	**DRA #206 SE 10th Pl & SE 50th Terr Mow & top & slopes to all inside fencelines. Weedeat all inside fencelines, arounds trees, strucutres, etc.. Mow outside from North & West fencelines to the road. Weedeat both outside fencelines, around poles, signs, structures, etc.. Edge curbing along West & North road. Brushback fencelines & around trees of any growth or overhanging.**	0.79	EA	1	$	75.00
PWD/SE 11	**DRA #205 SE 10th Pl & SE 49th Ave (Summerton) Mow top & slopes to driveway to the North, West to the road, South to property line of parcel # 29683-001-04, and East to woodline. Weedeat around trees, signs, strucutres, etc.. Edge sidewalk & Miami curbing on West side, & Driveway on North Side**	0.9	EA	1	$	75.00
PWD/SE 12	**DRA #204 SE 12th Pl & SE 48th Ave (Summerton) Mow top & slopes to North & South fencelines, west to woodline, and East to road. Weedeat North & South fencelines, around trees, structures, signs etc.. Weedeat Sidewalk & Miami Curbing along road from North driveway to Southeast driveway. Brushback woodline of any encroachment towards DRA parcel**	1.3	EA	1	$	97.00
PWD/SE 13	**DRA #203 SE 15th St & SE 48th Ave Mow top & slopes to North & East poperty lines of DRA parcel #29689+003-08, West & South to road. Weedeat around trees, signs, structures, etc.. Edge sidewalk, driveway & Miami curbing along road**	0.55	EA	1	$	75.00
PWD/SE 14	**DRA #208 SE 15th St & SE 44th Ave (Behind 1508 SE 44th Ave) Mow top & slopes to all inside fencelines. Weedeat all inside fencelines. Mow 1 pass around outside of North,West, and South fences. Weedeat outside fencelines. Mow easment between 1502 & 1508 SE 44th Ave. Brushback fencelines of any growth or overhanging**	0.63	EA	1	$	75.00
PWD/SE 15	**DRA #207 SE 14th St & SE 44th Ave (Behind 1406 SE 44th Ave) South gate can be accessed from North Gate of DRA 208. Mow top & slopes to all inside fencelines. Weedeat all inside fencelines. Mow 1 pass around North, West, and South fence. Weedeat outside fencelines. Brushback fencelines of any growth or overhanging**	0.41	EA	1	$	75.00
PWD/SE 16	**DRA #211 SE 14th Pl & SE 39th Ct (NOLA) Enter through easement left of 3939 SE 14th Pl Mow top & slopes to all inside fencelines. Weedeat all inside fencelines. Mow easment from fence to road between parcel #'s 29627-000-05 & 29627-000-06. Weedeat West fenceline along easement. Brushback fencelines of any growth or overhanging**	0.23	EA	1	$	75.00
PWD/SE 17	**DRA #210 SE 14th Pl & SE 40th Ct Mow top & slopes to North & West property lines of DRA parcel #2962+001-009 and to East & South fencelines. Weedeat all inside fencelines, around trees, structures, etc.. Brushback fencelines of any growth or overhanging**	0.49	EA	1	$	75.00
PWD/SE 18	**DRA # 209 SE 13th St & SE 42nd Ave Mow top & slopes to North woodline, East to fenceline, and to the road to the West and South. Weedeat East fenceline, around trees, structures, signs etc.. Edge large concrete flume on South side & curbing on West side. Brushback fenceline of any growth or overhanging, and North woodline of any encroachment towards DRA parcel. Also mow the North wood line off SE 12th Pl**	0.63	EA	1	$	75.00

PWD/SE 19	**DRA #222 SE 13th St & SE 44th Ave Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures, signs, poles, etc.. Mow outside South & East fencelines to road. Weedeat outside fencelines, around poles, signs, etc.. Edge Miami Curbing along South & East sides. Brushback fencelines & around trees of any growth or overhanging**	2.28	EA	1	$	75.00
PWD/SE 20	**DRA # 227 Behind 1751 SE 43rd Terr Mow easment from road to DRA fence between parcel #'s 2960-006-004 & 2960-006-005 Weedeat fencelines along easement. Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, structures. Brushback fencelines of any growth or overhanging**	0.42	EA	1	$	75.00
PWD/SE 21	**DRA # 226 SE 17th St & SE 42nd Ave (Just North of 17th on 42nd) Mow top & slopes to all inside fencelines. Weedeat all inside fencelines. Mow outside from East fence to road. Weedeat outside fenceline. Edge curbing along road. Brushback fencelines of any growth or overhanging**	0.17	EA	1	$	75.00
PWD/SE 22	**DRA # 212 SE 17th Ln & SE 39th Terr Mow top & slopes including ramp to all inside fencelines. Weedeat all inside fencelines, around structures, trees, etc.. Mow outside from East fence/gate to road. Weedeat outside fenceline. Brushback fencelines of any growth or overhanging**	0.45	EA	1	$	75.00
PWD/SE 23	**DRA # 213 SE 38th Ave & SE 21st Pl Mow top & slopes including island to poperty lines of DRA parcel # 2955+000-000. Mow to road along SE 21st pl. Weedeat fencelines to the East, around trees, structures, signs, etc.. Brushback fencelines of any growth or overhanging & woodlines of any encroachment towards DRA parcel.**	1.81	EA	1	$	135.00
PWD/SE 24	**DRA # 215 SE 17th St & SE 36th Ave (North DRA) Mow top & slopes to North property line/ tree line of DRA parcel #2954+005-005. Mow East & South to road and West to sidewalk. Weedeat around trees, signs, structures, lift station fence, etc.. Edge sidewalks & driveway to the West & South and curbing to the**	0.82	EA	1	$	75.00
PWD/SE 25	**DRA # 214 SE 17th St & SE 36th Ave (South DRA) Mow top & slopes to road on the NW corner, to woodline/fencelines to the North, fencelines to the East & South and to sidewalk to the West. Mow all of middle island. Weedeat all fencelines, around trees, structures, signs, etc.. Edge Sidewalk along West & North side & curbing along North side. Brushback fencelines & around trees of any growth or overhanging**	6.93	EA	1	$	519.00
PWD/SE 26	**DRA #265 Next to 3401 SE 16th St (DRA at Dead End) Mow top & slopes from dead end east to fenceline & from fencelines to the North & South. Weedeat all fencelines, around trees, poles, signs etc.. Brushback fencelines of any growth or overhanging**	0.05	EA	1	$	75.00
PWD/SE 27	**DRA # 356 Behind 2103 SE 39th Ave Enter to left of driveway (Summerset) Mow top and slopes to all fencelines /property lines surronding DRA parcel #29638+001-00. Weedeat all surronding fencelines, around structures. Brushback fencelines of any growth or overhanging**	0.12	EA	1	$	75.00
PWD/SE 28	**DRA #251 2500 Blk of SE 36th Ave (2 DRAs next to the Credit Union) Mow top & slopes to North property line of DRA parcel #29733+003-00, west to road, south to road & property lines of parcel #29733-003-02, and East to property line of Fire Station #2. Weedeat around trees, signs, poles, structures etc.. Edge sidewalk on the west side Brushback around trees/woodlines of any growth, encroachment, or overhanging**	1.87	EA	1	$	140.00

PWD/SE 29	**DRA #225 SE 18th St & SE 32nd Ave (Across from health department) Mow top & slopes to North, West, and East fencelines. Mow top & North side of island on the South end. Weedeat all inside fencelines, around trees, stuctures, etc.. Mow outside East fence from fence to road. Weedeat outside fenceline. Edge curbing & driveway along road. Brushback fencelines of any growth or overhanging**	3.37	EA	1	$ 252.00
PWD/SE 30	**DRA # 224 SE 18th St & SE 30th Ave (Across from Baptist Church) Mow top & slopes to East fenceline, South to treeline, West to the road, and North to property line of DRA parcel #29505+000-01. Weedeat fencelines, around trees, signs, poles, structures, etc.. Edge curbing & driveway on West side. Brushback fencelines of any growth or overhanging**	1.37	EA	1	$ 102.00
PWD/SE 31	**DRA #223 SE 17th St & SE 30th Ave Mow top,slopes, and bottom North & West to road, South to fenceline & East to property line of DRA parcel #29505+000-04. Weedeat fencelines, around poles, signs, structures, etc.. Edge curbing on West side and sidewalk on North side**	EA	EA	1	$ 80.00
PWD/SE 32	**DRA #233 SE 30th Ave & SE 14th St (2 DRAS Mow top & slopes to all insides fencelines. Weedeat all inside fencelines, around trees, structures, etc.. Mow outside from West fence to road. Weedeat outside fenceline, around poles, structures, etc.. Brushback fencelines of any growth or overhanging**	2.2	EA	1	$ 165.00
PWD/SE 33	**DRA #232 1600 Blk of SE 25th Ave Mow top & slopes to North,West,and South fencelines, East to sidewalk. Weedeat all fencelines, around trees, signs. Edge sidewalk & driveway on East side. Brushback fencelines of any growth or overhanging**	0.51	EA	1	$ 75.00
PWD/SE 34	**DRA # 236 SE 14th St & SE 25th Ave Mow top & slopes North to fenceline, East,South,and West to road. Weedeat North fenceline, around trees, signs, structures, etc.. Edge curbing on West & South sides, Edge sidewalk & driveway on South and East Side. Brushback fencelines & around trees of any growth or overhanging**	0.15	EA	1	$ 75.00
PWD/SE 35	**DRA #231 SE 12th St & SE 24th Terr Mow top & slopes to North fenceline, East to wall, South to woodline, and West to road. Weedeat fenceline, along wall, around trees, structures, poles, etc.. Brushback fencelines, woodline & around trees of any growth, overhanging, or encroachment**	0.41	EA	1	$ 75.00
PWD/SE 36	**DRA #262 Lot next to 1614 SE 8th St Mow entire lot from West tree line to East treeline & from road to South fencelines. Weedeat fencelines, around trees, structures, signs, etc.. Edge curbing & driveway along North side. Parcel #'s for location are 2883-002-006 & 2883-002-007**	0.45	EA	1	$ 75.00
PWD/SE 37	**DRA #270 SE 7th St & SE 13th Ave. Mow top & slopes West to road, South & East to fencelines/woodline. Mow north to property line of parcel # 2836-001-003. Weedeat around trees, structures, signs, etc.. Edge curbing & flume along West side & driveway on South side.**	0.58	EA	1	$ 75.00
PWD/SE 38	**DRA #228 Next to 426 SE 12th St (Both DRAS) SMALL DRA, Mow tops & slopes to East & West fencelines, Mow North to road, South to woodline. Weedeat fencelines, around trees, structures, signs, etc. Edge curbing along road. LARGE DRA, Mow top & slopes to South woodline, Mow North & East to bordering property lines, woodlines of DRA parcel. Weedeat around trees, fencelines, structures, etc.. Brushback both ponds fencelines/treelines of any growth, overhanging or encroachment towards the DRA parcel**	0.9	EA	1	$ 75.00
PWD/SE 39	**DRA #230 SE 16th St & SE 10th Ave Mow top & slopes North to road, South to fenceline, East & West to property lines of DRA parcel # 2937+010-005. Weedeat fencelines, around trees, structures, signs, poles, etc.. Edge concrete flume coming off of road toward DRA. Brushback fencelines of any growth or overhanging**	2.35	EA	1	$ 176.00

PWD/SE 40	**DRA #235 Next to 1360 SE 18th Pl Mow top & slopes North to road on 19th St & 18th Pl, East & West to property lines of DRA parcel #28623+000-00 & South as far back as can bereached. Weedeat fencelines, around trees, pumps, structures, signs, poles, etc.. Edge curbing along both roads. Brushback around trees or fencelines of any growth or overhanging**	2.36	EA	1	$ 177.00
PWD/SE 41	**DRA #256 SE 18th Pl & SE 11th Ave (Enter off 11th next to R/R tracks) Mow Entire area of parcel #3037+003-000 including top & slopes to all inside fences. Weedeat all inside fencelines, Weedeat outside of South fenceline. Brushback fenceline/woodline of any growth, overhanging, or encroachement towards parcel**	0.12	EA	1	$ 75.00
PWD/SE 42	**DRA #257 SE 17th Pl & SE 3rd Ave Mow top & slopes, and bottom to Road on North,West,and East sides. Mow to woodline/fenceline to the south. Weedeat fenceline, around trees, structures, signs, etc.. Edge sidewalk on West side. Brushback around trees of any growth or low hanging. Mow entire parcel 2921-102-010**	0.58	EA	1	$ 75.00
PWD/SE 43	**DRA #237 SE 19th St & SE 7th Ave Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures, etc.. Mow outside from North Fence to road. Weedeat North fenceline, arounds signs. Brushback fencelines of any growth or overhanging**	1.78	EA	1	$ 133.00
PWD/SE 44	**DRA #238 Behind 638 SE 21st Pl (Enter through easement between 638 & 635) Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures etc.. Mow easement from road to DRA fence. Brushback fencelines of any growth or overhanging**	0.34	EA	1	$ 75.00
PWD/SE 45	**DRA #239 Across from 823 DE 22nd St (Fisher Park) Mow top & slopes to road on North & South sides & to boundary markers to the East & West. Weedeat around any signs, poles, strucutres, pumps, hoses etc.. Edge sidewalks/structures that fall within boundary of DRA**	0.98	EA	1	$ 75.00
PWD/SE 46	**DRA #255 SE 21st St & Lake Weir Ave Mow top & slopes North to the road, West & South to the sidewalk, and East to woodline.Weedeat around trees, signs, structures, poles, etc.. Edge sidewalk to the west & Curbing to the North. Brushback around trees & woodline of any growth or encroachment to DRA parcel**	1.61	EA	1	$ 120.00
PWD/SE 47	**DRA #145 Lake Weir Ave & SE 29th St (Next to school) Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, poles, structures, etc.. Mow outside West fence to sidewalk. Weedeat outside fenceline, around poles. Edge sidewalk & driveway along road. Brushback fencelines of any growth or overhanging**	2.99	EA	1	$ 224.00
PWD/SE 48	**DRA #243 Next to Fire Station 7 on SE 31st St. Mow top, slopes, including small DRA behind firestation & overpass slope North & East to woodline, South to top of overpass, and West to property line of DRA parcel #30338+000-00. Weedeat around trees, signs, guardrail, structures, etc.. Brushback treelines of any gowth encroaching DRA parcel.**	1.94	EA	1	$ 145.00
PWD/SE 49	**DRA #260 At 3 way of SE 1st Ave & SE 3rd Ave Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures, etc.. Mow outside from South fence to road. Weedeat outside fenceline, around trees, signs, structures, etc..**	0.63	EA	1	$ 75.00
PWD/SE 50	**DRA # 153 SE 31st St between 441 & CR 474 (South side of 31st) Mow top & slopes to all inside fenceliines. Weedeat all inside fencelines, around trees, structures. Mow outside from North fenceline to road. Weedeat outside fenceline, around poles, structures. Edge sidewalk & driveway along road. Brushback fencelines of any growth or overhanging**	0.91	EA	1	$ 75.00

PWD/SE 51	**DRA #263 Enter down road between parcel #'s 30165-000-00 &29870-001-00. DRA is through gate at dead-end next to lift station. Mow top & slopes to surronding woodlines. Weedeat around structures.**	1.02	EA	1	$ 76.00
PWD/SE 52	**DRA #241 At dead end of SE 10th Ave off of 441. (Shadow Oak Mobile Home Park) Mow top & slopes North to overpass wall, East to R/R tracks, South to fencelines, and West to road. Weedeat along overpass wall, fencelines, around trees, structures. Brushback fencelines, overpass wall of any growth or overhanging.**	0.44	EA	1	$ 75.00
PWD/SE 53	**DRA # 242 SE 31st St & Lake Weir Ave (Large DRA on corner including wooded lot) Mow top & slopes North to road/overpass wall, East to road, South to fencelines, and West to woodline. Weedeat all fencelines, overpass wall, around trees, structures, signs, poles, etc.. Edge sidewalks, driveways, curbs & around lift station. Brushback around trees, fencelines, woodlines of any growth, overhanging, or encroachment towards DRA parcel**	4.83	EA	1	$ 362.00
PWD/SE 54	**DRA # 247 SE 31st St & SE 19th Ave Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures. Mow outside North & East fencelines to the road. Weedeat outside fencelines, around signs, structures, etc.. Edge sidewalks, curbing, driveway on North & East side. Brushback North, West, and East fencelines of any growth or overhanging. DO NOT BRUSHBACK SOUTH FENCELINE**	0.99	EA	1	$ 75.00
PWD/SE 55	**DRA #245 SE 31st St & SE 19th Ave Mow top, slopes, and bottom West & South to road. North to woodline. East to fencelines/woodlines. Weedeat fencelines, around trees, poles, signs, structures, flowerbeds etc.. Edge all sidewalks around walking trail & curbing along West & South roads.**	7.94	EA	1	$ 595.00
PWD/SE 56	**DRA # 368 2000 Blk of SE 31st St (Across from DRA 245) Mow top & slopes North to road, West & South to fencelines. Weedeat fencelines, around trees, structures, signs, etc.. Edge sidewalk & curbing along road. Brushback fencelines of any growth or overhanging DRA 368 & 369 share same parcel #2990+001-008**	0.8	EA	1	$ 75.00
PWD/SE 57	**DRA # 369 2100 BLK of SE 31st St Mow top & slopes North to road, west to DRA 368, South to fencelines & property line of parcel #2990-001-023, and West to road. Weedeat fencelines, around trees, structures, signs, poles, etc.. Edge sidewalk, curbing & driveway along road. Brushback fencelines of any growth or overhanging**	0.63	EA	1	$ 75.00
PWD/SE 58	**DRA # 248 SE 31st Pl & SE 23rd Ave (Hunters Ridge) Mow top & slopes North to retaining wall/sidewalk, West to sidewalk, South to fenceline, and East to property line of DRA parcel #29862+000-01. Weedeat fenceline, around trees, poles, signs, structures, etc.. Edge along reatining wall on North side, DRA side of sidewalk of West side, and Miami curbing along road inside neighborhood.**	1.68	EA	1	$ 126.00
PWD/SE 59	**DRA # 249 SE 33rd Pl & SE 24th Terr (Hunters Ridge) Mow top & slopes to property lines of DRA parcel # 29862+000-02. Mow to road on front side, Weedeat fencelines, around structures, signs, etc.. Edge curbing along road. Brushback fencelines/treelines of any growth, overhanging, or encroachment.**	0.47	EA	1	$ 75.00
PWD/SE 60	**DRA #244 Next to 2614 SE 25th Ct (Forest Park) Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures etc.. Mow triangular piece outside of gate to road. Weedeat outside fenceline. Brushback fencelines of any growth or overhanging**	0.8	EA	1	$ 75.00

PWD/SE 61	**DRA #250 SE 27th Ave & SE 28th St (Quail Hollow) Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures, pump station etc.. Mow outside West fence to road. Weedeat outside fenceline. Edge Miami curbing along road & large flumes in the center and far back. Brusback fencelines of any growth or overhanging**	1.21	EA	1	$ 90.00
PWD/SE 62	**DRA #370 SE 31st St & SE 30th Terr Mow top & slopes to all inside fencelines. Weedeat all inside fencelines around trees, strucutres, etc.. Mow outside North fence to road. Weedeat outside fenceline, around signs, poles, structures, etc.. Edge sidewalk, driveway & curbing along road. Brushback fencelines of any growth or overhanging**	2.39	EA	1	$ 179.00
PWD/SE 63	**DRA #371 SE 31st St & SE 31st Terr Mow top & slopes North,East, and West to road, South to fencelines. Weedeat all fencelines, around poles, structures, etc.. Edge sidewalk & curbing along road. Brushback fencelines of any growth or overhanging**	0.54	EA	1	$ 75.00
PWD/SE 64	**DRA # 372 SE 31st St & SE 32nd Ave Mow top,slopes, and bottom North & West to the road, South to fencelines, and East to end of South fencelines. Weedeat fencelines, around poles, signs, structures, etc.. Edge sidewalk & curbing along road. Brushback fencelines of any growth or overhanging. Mow entire parcel 2982+011-005**	0.28	EA	1	$ 75.00
PWD/SE 65	**DRA # 373 SE 31st St & SE 34th Ct Mow top, slopes, and bottom North, East, and West to the road, South to property line of parcel #2981+002-003. Weedeat fencelines, around poles, signs, structures, etc.. Edge sidewalk, driveway, and curbing along road. Brushback treeline of any growthor overhanging encroaching DRA parcel**	0.89	EA	1	$ 75.00
PWD/SE 66	**DRA # 374 SE 31st St & SE 36th Ave Mow top,slopes, and bottom North, East, and West to road, South to fencelines/treelines. Weedeat fencelines, around poles, signs, structures, etc.. Edge sidewalk, driveway, curbing along road. Brushback fencelines/treelines of any growth, overhanging, or encroachment towards DRA parcel**	0.25	EA	1	$ 75.00
PWD/SE 67	**DRA # 252 SE 31st St & SE 36th Ave (Both Ponds) Mow top & slopes North & West to woodline/fenceline, South & East to Road. Weedeat fencelines, around trees, signs, structures, etc.. Edge sidewalk & driveway along road. Brushback fencelines/woodliines of any growth, overhanging or encroachment towards DRA parcel**	1.12	EA	1	$ 84.00
PWD/SE 68	**DRA # 253 SE 31st St & SE 36th Ave Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around structures, etc.. Mow outside West fence to sidewalk, Outside South & East fence to road. Weedeat outside fencelines, around structures, poles, signs, etc.. Edge curbing, sidewalk & driveway along road. Brushback fencelines of any growth or overhanging**	3.52	EA	1	$ 264.00
PWD/SE 69	**DRA # 375 SE 31st St & Maricamp Mow top,slopes, and bottom West to sidewalk, South to R/R track , East to fenceline & North to power poles. Weedeat fenceline, around poles, structures, signs, etc.. Edge East side sidewalk & driveway,**	0.69	EA	1	$ 75.00

SE DITCHLINES LOCATIONS & DESCRIPTIONS

ITEM	DESCRIPTION	UOM	#Cuts	UNIT COST
PWD/SE 70	**SED #1 SE 37th Ave from Ft. King St to SE 4th St Mow both sides from the road to property lines. Weedeat fencelines, around trees, structures, etc..**	EA	1	$ 95.00

PWD/SE 71	**SED #2 4300 Blk of SE 8th St (Southside lot under powerlines) Mow the entire lot under powerlines—weed-eat fencelines, around poles, ditch line in the middle of the lot. Mow outside the North fence to the road. Weedeat fenceline**	EA	1	$	95.00
PWD/SE 72	**SED #3 3320 SE 17th St (Road next to YMCA) Mow both sides of the South from 17th St to the parking lot at the end, from the road to the treeline/ property line. Weedeat around trees, signs, poles, structures, etc.**	EA	1	$	95.00
PWD/SE 73	**SED #5 SE Magnolia EXT from SE 16th Pl to SW 10th St Mow North side from 16th Pl towards 3rd Ave up to treeline. At the NE corner of 3rd Ave & Magnolia mow from road North to R/R tracks and East from 3rd Ave to treeline including ditch & flat area. From 3rd mow the entire ditch to SW 10th St. Weedeat around any trees, signs, poles, structures, etc.**	EA	1	$	95.00
PWD/SE 74	**SED # 6 SE Magnolia EXT from SW 10th St to SE 16th Pl Mow South side from SW 10th St to SW 12th St. Mow behind the guardrail at 12th St then the entire ditch to SE 3rd Ave. Mow the ditch as the whole on the SE corner of 3rd Ave & Magnolia then from the road to treeline to 16th Pl. Weedeat around trees, guardrails, signs, poles, structures, etc.**	EA	1	$	95.00
PWD/SE 75	**SED# 8 1100-1200 Blk of SE 29th Terr Mow both sides of 29th Terr from SE 11th St South to SE 12th St & Small piece on the west side between SE 12th St & SE 13th St. Weedeat along fencelines, structures, signs, etc.**	EA	1	$	95.00
PWD/SE 76	**SED #10 Mow Ditch and flat area along North side of SE 31st St overpass from Lake Weir to R/R tracks. Enter dead end of intersection of SE 30th St & SE 28th Rd. Weedeat fencelines, along overpass wall, around trees, structures, etc..**	EA	1	$	95.00
PWD/SE 77	**NEXT TO DRA 237, MOW ON THE EATSIDE THE ENTIRE LOT FROM SE 19TH ST TO SE 21ST PL TO FROM DRA FENCLINE TO PARCELS 2920-012-001 & 3055-002-001**	EA	1	$	95.00
PWD/SE 78	**Mow entire parcel 2981+003-006 located at SE 31st St between SE 33rd Ct & SE 34th Ct. Mow from road edge to South property line. Edge sidewalk, weedeat to fencline, trim around trees.**	EA	1	$	95.00

PWD # SE QUADRANT LOCATION/DETAILS 69 DRAS & 7 DITCHLINES	CITY FENCING/ PARTIAL	SIDEWALK / TRAIL	MOW BOTTOM EACH CYCLE	MOW BOTTOM ANNUALLY
DRA #266 SE 2nd St & SE 32nd Ave **Mow top & slopes to fencelines to the West & North. Mow to the road to the East & South. Weedeat both fencelines, around all trees, structures, signs, etc.. Brushback around trees, fencelines of any growth or overhanging**	X			
DRA #258 SE 5th Pl & SE 34th Ave **(Enter through alleyway off of 34th Ave)** **Mow top & slopes to fencelines to the North,East, and South. Mow to woodline on West side. Weedeat all fencelines, around trees, structures, signs, etc.. Brushback growth around trees, on fencelines, and any encroachment from West woodline**	X			
DRA #219 Next to 3738 SE 4th St **Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures, etc.. Mow outside from North fenceline to road. Weedeat outside fenceline, around poles, signs etc.. Edge curbing along road. Brushback fencelines, around trees of any growth or overhanging**	X			
DRA 218 SE 3rd St & SE 39th Terr **Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures, etc.. Mow outside from South & West fencelines to the road. Weedeat both outside fencelines, around trees, structures, trees, etc.. Brushback fencelines, around trees of any growth or overhanging**	X			
DRA # 202 Next to 4354 E. Fort King St **Mow top, slopes, and bottom West to woodline, East to fencline, South to markers/ballards & North to road. Weedeat around poles, trees, structures, etc.. Edge sidewalk & driveway**	X	X	X	
DRA #201 Enter between 4517 & 4527 SE 4th Pl **Mow top, slopes, and bottom to North, East, South, and West main property lines of DRA parcel #2779+001-009. Mow easement Between 4517 & 4527 NE 4th Pl. Weedeat any fencelines, around strucutres, trees, etc.. Edge curbing along entrance.**	X		X	
DRA #216 SE 8th St & SE 36th Ave (North DRA) **Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around structures, trees, etc.. Mow outside from South fence to road & outside West fence to sidewalk. Weedeat both outside fencelines, around trees, signs, strucutres, etc. Edge sidewalk & small section of curbing. Brushback fencelines & around trees of any growth or overhanging**	X	X		

DRA #217 SE 8th St & SE 36th Ave (South DRA) Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures, etc.. Weedeat both sides of island in the middle down to water. Mow outside from North fence to the road & outside West fence to sidewalk. Weedeat both outside fencelines, around trees, structures, signs, poles, etc.. Edge sidewalk & small section of curbing. Brushback fencelines & around trees of any growth or overhanging.	X	X		
DRA #221 SE 8th St & SE 44th Ave Mow top & slopes to all inside fencelines (both upper & lower DRAS) Weedeat all inside fencelines, around trees, structures, etc.. Mow outside from South & East fences to road. Weedeat both outside fencelines, around poles, structures, signs, etc.. Edge South side sidewalk. Brushback fencelines & around trees of any growth or overhanging	X	X		
DRA #206 SE 10th Pl & SE 50th Terr Mow & top & slopes to all inside fencelines. Weedeat all inside fencelines, arounds trees, strucutres, etc.. Mow outside from North & West fencelines to the road. Weedeat both outside fencelines, around poles, signs, structures, etc.. Edge curbing along West & North road. Brushback fencelines & around trees of any growth or overhanging.	X			
DRA #205 SE 10th Pl & SE 49th Ave (Summerton) Mow top & slopes to driveway to the North, West to the road, South to property line of parcel # 29683-001-04, and East to woodline. Weedeat around trees, signs, strucutres, etc.. Edge sidewalk & Miami curbing on West side, & Driveway on North Side		X		
DRA #204 SE 12th Pl & SE 48th Ave (Summerton) Mow top & slopes to North & South fencelines, west to woodline, and East to road. Weedeat North & South fencelines, around trees, structures, signs etc.. Weedeat Sidewalk & Miami Curbing along road from North driveway to Southeast driveway. Brushback woodline of any encroachment towards DRA parcel	X	X		
DRA #203 SE 15th St & SE 48th Ave Mow top & slopes to North & East poperty lines of DRA parcel #29689+003-08, West & South to road. Weedeat around trees, signs, structures, etc.. Edge sidewalk, driveway & Miami curbing along road		X		
DRA #208 SE 15th St & SE 44th Ave (Behind 1508 SE 44th Ave) Mow top & slopes to all inside fencelines. Weedeat all inside fencelines. Mow 1 pass around outside of North,West, and South fences. Weedeat outside fencelines. Mow easment between 1502 & 1508 SE 44th Ave. Brushback fencelines of any growth or overhanging	X			

DRA #207 SE 14th St & SE 44th Ave (Behind 1406 SE 44th Ave) South gate can be accessed from North Gate of DRA 208. Mow top & slopes to all inside fencelines. Weedeat all inside fencelines. Mow 1 pass around North, West, and South fence. Weedeat outside fencelines. Brushback fencelines of any growth or overhanging	**X**			
DRA #211 SE 14th Pl & SE 39th Ct (NOLA) Enter through easement left of 3939 SE 14th Pl Mow top & slopes to all inside fencelines. Weedeat all inside fencelines. Mow easment from fence to road between parcel #'s 29627-000-05 & 29627-000-06. Weedeat West fenceline along easement. Brushback fencelines of any growth or overhanging	**X**			
DRA #210 SE 14th Pl & SE 40th Ct Mow top & slopes to North & West property lines of DRA parcel #2962+001-009 and to East & South fencelines. Weedeat all inside fencelines, around trees, structures, etc.. Brushback fencelines of any growth or overhanging	**X**			
DRA # 209 SE 13th St & SE 42nd Ave Mow top & slopes to North woodline, East to fenceline, and to the road to the West and South. Weedeat East fenceline, around trees, structures, signs etc.. Edge large concrete flume on South side & curbing on West side. Brushback fenceline of any growth or overhanging, and North woodline of any encroachment towards DRA parcel. Also mow the North wood line off SE 12th Pl	**X**			
DRA #222 SE 13th St & SE 44th Ave Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures, signs, poles, etc.. Mow outside South & East fencelines to road. Weedeat outside fencelines, around poles, signs, etc.. Edge Miami Curbing along South & East sides. Brushback fencelines & around trees of any growth or overhanging	**X**			
DRA # 227 Behind 1751 SE 43rd Terr Mow easment from road to DRA fence between parcel #'s 2960-006-004 & 2960-006-005 Weedeat fencelines along easement. Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, structures. Brushback fencelines of any growth or overhanging	**X**			
DRA # 226 SE 17th St & SE 42nd Ave (Just North of 17th on 42nd) Mow top & slopes to all inside fencelines. Weedeat all inside fencelines. Mow outside from East fence to road. Weedeat outside fenceline. Edge curbing along road. Brushback fencelines of any growth or overhanging	**X**			

DRA # 212 SE 17th Ln & SE 39th Terr **Mow top & slopes including ramp to all inside fencelines. Weedeat all inside fencelines, around structures, trees, etc.. Mow outside from East fence/gate to road. Weedeat outside fenceline. Brushback fencelines of any growth or overhanging**	X			
DRA # 213 SE 38th Ave & SE 21st Pl **Mow top & slopes including island to poperty lines of DRA parcel # 2955+000-000. Mow to road along SE 21st pl. Weedeat fencelines to the East, around trees, structures, signs, etc.. Brushback fencelines of any growth or overhanging & woodlines of any encroachment towards DRA parcel.**	X			
DRA # 215 SE 17th St & SE 36th Ave (North DRA) **Mow top & slopes to North property line/ tree line of DRA parcel #2954+005-005. Mow East & South to road and West to sidewalk. Weedeat around trees, signs, structures, lift station fence, etc.. Edge sidewalks & driveway to the West & South and curbing to the South & East. Brushback around trees of any growth or overhanging & North woodline of any encroachment towards to the DRA parcel**	X	X		
DRA # 214 SE 17th St & SE 36th Ave (South DRA) **Mow top & slopes to road on the NW corner, to woodline/fencelines to the North, fencelines to the East & South and to sidewalk to the West. Mow all of middle island. Weedeat all fencelines, around trees, structures, signs, etc.. Edge Sidewalk along West & North side & curbing along North side. Brushback fencelines & around trees of any growth or overhanging**	X	X		
DRA #265 Next to 3401 SE 16th St (DRA at Dead End) **Mow top & slopes from dead end east to fenceline & from fencelines to the North & South. Weedeat all fencelines, around trees, poles, signs etc.. Brushback fencelines of any growth or overhanging**	X			
DRA # 356 Behind 2103 SE 39th Ave **Enter to left of driveway (Summerset)** **Mow top and slopes to all fencelines /property lines surronding DRA parcel #29638+001-00. Weedeat all surronding fencelines, around structures. Brushback fencelines of any growth or overhanging**	X			
DRA #251 2500 Blk of SE 36th Ave **(2 DRAs next to the Credit Union)** **Mow top & slopes to North property line of DRA parcel #29733+003-00, west to road, south to road & property lines of parcel #29733-003-02, and East to property line of Fire Station #2. Weedeat around trees, signs, poles, structures etc.. Edge sidewalk on the west side Brushback around trees/woodlines of any growth, encroachment, or overhanging**		X		

DRA #225 SE 18th St & SE 32nd Ave (Across from health department) Mow top & slopes to North, West, and East fencelines. Mow top & North side of island on the South end. Weedeat all inside fencelines, around trees, stuctures, etc.. Mow outside East fence from fence to road. Weedeat outside fenceline. Edge curbing & driveway along road. Brushback fencelines of any growth or overhanging	X			
DRA # 224 SE 18th St & SE 30th Ave (Across from Baptist Church) Mow top & slopes to East fenceline, South to treeline, West to the road, and North to property line of DRA parcel #29505+000-01. Weedeat fencelines, around trees, signs, poles, structures, etc.. Edge curbing & driveway on West side. Brushback fencelines of any growth or overhanging	X			
DRA #223 SE 17th St & SE 30th Ave Mow top,slopes, and bottom North & West to road, South to fenceline & East to property line of DRA parcel #29505+000-04. Weedeat fencelines, around poles, signs, structures, etc.. Edge curbing on West side and sidewalk on North side	X	X	X	
DRA #233 SE 30th Ave & SE 14th St (2 DRAS) Mow top & slopes to all insides fencelines. Weedeat all inside fencelines, around trees, structures, etc.. Mow outside from West fence to road. Weedeat outside fenceline, around poles, structures, etc.. Brushback fencelines of any growth or overhanging	X			
DRA #232 1600 Blk of SE 25th Ave Mow top & slopes to North,West,and South fencelines, East to sidewalk. Weedeat all fencelines, around trees, signs. Edge sidewalk & driveway on East side. Brushback fencelines of any growth or overhanging	X	X		
DRA # 236 SE 14th St & SE 25th Ave Mow top & slopes North to fenceline, East,South,and West to road. Weedeat North fenceline, around trees, signs, structures, etc.. Edge curbing on West & South sides, Edge sidewalk & driveway on South and East Side. Brushback fencelines & around trees of any growth or overhanging	X	X		
DRA #231 SE 12th St & SE 24th Terr Mow top & slopes to North fenceline, East to wall, South to woodline, and West to road. Weedeat fenceline, along wall, around trees, structures, poles, etc.. Brushback fencelines, woodline & around trees of any growth, overhanging, or encroachment	X			

DRA #262 Lot next to 1614 SE 8th St **Mow entire lot from West tree line to East treeline & from road to South fencelines. Weedeat fencelines, around trees, structures, signs, etc.. Edge curbing & driveway along North side. Parcel #'s for location are 2883-002-006 & 2883-002-007**	X			
DRA #270 SE 7th St & SE 13th Ave. **Mow top & slopes West to road, South & East to fencelines/woodline. Mow north to property line of parcel # 2836-001-003. Weedeat around trees, structures, signs, etc.. Edge curbing & flume along West side & driveway on South side.**				
DRA #228 Next to 426 SE 12th St (Both DRAS) **SMALL DRA, Mow tops & slopes to East & West fencelines, Mow North to road, South to woodline. Weedeat fencelines, around trees, structures, signs, etc. Edge curbing along road. LARGE DRA, Mow top & slopes to South woodline, Mow North & East to bordering property lines, woodlines of DRA parcel. Weedeat around trees, fencelines, structures, etc.. Brushback both ponds fencelines/treelines of any growth, overhanging or encroachment towards the DRA parcel**	X			
DRA #230 SE 16th St & SE 10th Ave **Mow top & slopes North to road, South to fenceline, East & West to property lines of DRA parcel # 2937+010-005. Weedeat fencelines, around trees, structures, signs, poles, etc.. Edge concrete flume coming off of road toward DRA. Brushback fencelines of any growth or overhanging**	X			
DRA #235 Next to 1360 SE 18th Pl Mow top & slopes North to road on 19th St & 18th Pl, East & West to property lines of DRA parcel #28623+000-00 & South as far back as can bereached. Weedeat fencelines, around trees, pumps, structures, signs, poles, etc.. Edge curbing along both roads. Brushback around trees or fencelines of any growth or overhanging	X			
DRA #256 SE 18th Pl & SE 11th Ave **(Enter off 11th next to R/R tracks)** **Mow Entire area of parcel #3037+003-000 including top & slopes to all inside fences. Weedeat all inside fencelines, Weedeat outside of South fenceline. Brushback fenceline/woodline of any growth, overhanging, or encroachement towards parcel**	X			
DRA #257 SE 17th Pl & SE 3rd Ave **Mow top & slopes, and bottom to Road on North,West,and East sides. Mow to woodline/fenceline to the south. Weedeat fenceline, around trees, structures, signs, etc.. Edge sidewalk on West side. Brushback around trees of any growth or low hanging. Mow entire parcel 2921-102-010**	X	X	X	

DRA #237 SE 19th St & SE 7th Ave **Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures, etc.. Mow outside from North Fence to road. Weedeat North fenceline, arounds signs. Brushback fencelines of any growth or overhanging**	**X**			
DRA #238 Behind 638 SE 21st Pl (Enter through easement between 638 & 635) Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures etc.. Mow easement from road to DRA fence. Brushback fencelines of any growth or overhanging	**X**			
DRA #239 Across from 823 DE 22nd St (Fisher Park) **Mow top & slopes to road on North & South sides & to boundary markers to the East & West. Weedeat around any signs, poles, strucutres, pumps, hoses etc.. Edge sidewalks/structures that fall within boundary of DRA**		**X**		
DRA #255 SE 21st St & Lake Weir Ave **Mow top & slopes North to the road, West & South to the sidewalk, and East to woodline.Weedeat around trees, signs, structures, poles, etc.. Edge sidewalk to the west & Curbing to the North. Brushback around trees & woodline of any growth or encroachment to DRA parcel**		**X**		
DRA #145 Lake Weir Ave & SE 29th St (Next to school) **Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, poles, structures, etc.. Mow outside West fence to sidewalk. Weedeat outside fenceline, around poles. Edge sidewalk & driveway along road. Brushback fencelines of any growth or overhanging**	**X**	**X**		
DRA #243 Next to Fire Station 7 on SE 31st St. **Mow top, slopes, including small DRA behind firestation & overpass slope North & East to woodline, South to top of overpass, and West to property line of DRA parcel #30338+000-00. Weedeat around trees, signs, guardrail, structures, etc.. Brushback treelines of any gowth encroaching DRA parcel.**				
DRA #260 At 3 way of SE 1st Ave & SE 3rd Ave **Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures, etc.. Mow outside from South fence to road. Weedeat outside fenceline, around trees, signs, structures, etc..**	**X**			

DRA # 153 SE 31st St between 441 & CR 474 (South side of 31st) Mow top & slopes to all inside fenceliines. Weedeat all inside fencelines, around trees, structures. Mow outside from North fenceline to road. Weedeat outside fenceline, around poles, structures. Edge sidewalk & driveway along road. Brushback fencelines of any growth or overhanging	X	X		
DRA #263 Enter down road between parcel #'s 30165-000-00 &29870-001-00. DRA is through gate at dead-end next to lift station. Mow top & slopes to surronding woodlines. Weedeat around structures.				
DRA #241 At dead end of SE 10th Ave off of 441. (Shadow Oak Mobile Home Park) Mow top & slopes North to overpass wall, East to R/R tracks, South to fencelines, and West to road. Weedeat along overpass wall, fencelines, around trees, structures. Brushback fencelines, overpass wall of any growth or overhanging.	X			
DRA # 242 SE 31st St & Lake Weir Ave (Large DRA on corner including wooded lot) Mow top & slopes North to road/overpass wall, East to road, South to fencelines, and West to woodline. Weedeat all fencelines, overpass wall, around trees, structures, signs, poles, etc.. Edge sidewalks, driveways, curbs & around lift station. Brushback around trees, fencelines, woodlines of any growth, overhanging, or encroachment towards DRA parcel	X	X		
DRA # 247 SE 31st St & SE 19th Ave Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures. Mow outside North & East fencelines to the road. Weedeat outside fencelines, around signs, structures, etc.. Edge sidewalks, curbing, driveway on North & East side. Brushback North, West, and East fencelines of any growth or overhanging. DO NOT BRUSHBACK SOUTH FENCELINE	X	X		
DRA #245 SE 31st St & SE 19th Ave Mow top, slopes, and bottom West & South to road. North to woodline. East to fencelines/woodlines. Weedeat fencelines, around trees, poles, signs, structures, flowerbeds etc.. Edge all sidewalks around walking trail & curbing along West & South roads.	X	X	X	
DRA # 368 2000 Blk of SE 31st St (Across from DRA 245) Mow top & slopes North to road, West & South to fencelines. Weedeat fencelines, around trees, structures, signs, etc.. Edge sidewalk & curbing along road. Brushback fencelines of any growth or overhanging DRA 368 & 369 share same parcel #2990+001-008	X	X		

DRA # 369 2100 BLK of SE 31st St Mow top & slopes North to road, west to DRA 368, South to fencelines & property line of parcel #2990-001-023, and West to road. Weedeat fencelines, around trees, structures, signs, poles, etc.. Edge sidewalk, curbing & driveway along road. Brushback fencelines of any growth or overhanging	**X**	**X**		
DRA # 248 SE 31st Pl & SE 23rd Ave (Hunters Ridge) Mow top & slopes North to retaining wall/sidewalk, West to sidewalk, South to fenceline, and East to property line of DRA parcel #29862+000-01. Weedeat fenceline, around trees, poles, signs, structures, etc.. Edge along reatining wall on North side, DRA side of sidewalk of West side, and Miami curbing along road inside neighborhood.	**X**			
DRA # 249 SE 33rd Pl & SE 24th Terr (Hunters Ridge) Mow top & slopes to property lines of DRA parcel # 29862+000-02. Mow to road on front side, Weedeat fencelines, around structures, signs, etc.. Edge curbing along road. Brushback fencelines/treelines of any growth, overhanging, or encroachment.	**X**			
DRA #244 Next to 2614 SE 25th Ct (Forest Park) Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures etc.. Mow triangular piece outside of gate to road. Weedeat outside fenceline. Brushback fencelines of any growth or overhanging	**X**			
DRA #250 SE 27th Ave & SE 28th St (Quail Hollow) Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures, pump station etc.. Mow outside West fence to road. Weedeat outside fenceline. Edge Miami curbing along road & large flumes in the center and far back. Brusback fencelines of any growth or overhanging	**X**			
DRA #370 SE 31st St & SE 30th Terr Mow top & slopes to all inside fencelines. Weedeat all inside fencelines around trees, strucutres, etc.. Mow outside North fence to road. Weedeat outside fenceline, around signs, poles, structures, etc.. Edge sidewalk, driveway & curbing along road. Brushback fencelines of any growth or overhanging	**X**	**X**		
DRA #371 SE 31st St & SE 31st Terr Mow top & slopes North,East, and West to road, South to fencelines. Weedeat all fencelines, around poles, structures, etc.. Edge sidewalk & curbing along road. Brushback fencelines of any growth or overhanging	**X**	**X**		

DRA # 372 SE 31st St & SE 32nd Ave Mow top,slopes, and bottom North & West to the road, South to fencelines, and East to end of South fencelines. Weedeat fencelines, around poles, signs, structures, etc.. Edge sidewalk & curbing along road. Brushback fencelines of any growth or overhanging. Mow entire parcel 2982+011-005	X	X	X	
DRA # 373 SE 31st St & SE 34th Ct Mow top, slopes, and bottom North, East, and West to the road, South to poperty line of parcel #2981+002-003. Weedeat fencelines, around poles, signs, structures, etc.. Edge sidewalk, driveway, and curbing along road. Brushback treeline of any growthor overhanging encroaching DRA parcel	X	X	X	
DRA # 374 SE 31st St & SE 36th Ave Mow top,slopes, and bottom North, East, and West to road, South to fencelines/treelines. Weedeat fencelines, around poles, signs, structures, etc.. Edge sidewalk, driveway, curbing along road. Brushback fencelines/treelines of any growth, overhanging, or encroachment towards DRA parcel	X	X	X	
DRA # 252 SE 31st St & SE 36th Ave (Both Ponds) Mow top & slopes North & West to woodline/fenceline, South & East to Road. Weedeat fencelines, around trees, signs, structures, etc.. Edge sidewalk & driveway along road. Brushback fencelines/woodliines of any growth, overhanging or encroachment towards DRA parcel	X	X		
DRA # 253 SE 31st St & SE 36th Ave Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around structures, etc.. Mow outside West fence to sidewalk, Outside South & East fence to road. Weedeat outside fencelines, around structures, poles, signs, etc.. Edge curbing, sidewalk & driveway along road. Brushback fencelines of any growth or overhanging	X	X		
DRA # 375 SE 31st St & Maricamp Mow top,slopes, and bottom West to sidewalk, South to R/R track , East to fenceline & North to power poles. Weedeat fenceline, around poles, structures, signs, etc.. Edge East side sidewalk & driveway,	X	X	X	

Ditchline Locations/ Descriptions				
SED #1 SE 37th Ave from Ft. King St to SE 4th St Mow both sides from road to property lines. Weedeat fencelines, around trees, structures, etc..	X		X	
SED #2 4300 Blk of SE 8th St (Southside lot under powerlines) Mow entire lot under powerlines. Weedeat fencelines, around poles, ditchline in middle of lot. Mow outside North fence to road. Weedeat fenceline	X		X	

SED #3 3320 SE 17th St (Road next to YMCA) Mow both sides of the road South from 17th St to parking lot at end, from road to treeline/ property line. Weedeat around trees, signs, poles, structures, etc..			X	
SED #5 SE Magnolia EXT from SE 16th Pl to SW 10th St Mow North side from 16th Pl towards 3rd Ave up to treeline. At NE corner of 3rd Ave & Magnolia mow from road North to R/R tracks and East from 3rd Ave to treeline including ditch & flat area. From 3rd mow entire ditch to SW 10th St. Weedeat around any trees, signs, poles, structures etc..			X	
SED # 6 SE Magnolia EXT from SW 10th St to SE 16th Pl Mow South side from SW 10th st to SW 12th st. Mow behind guardrail at 12th St then entire ditch to SE 3rd Ave. Mow entire ditch on SE corner of 3rd Ave & Magnolia then from road to treeline to 16th Pl. Weedeat around trees, guardrails, signs, poles, structures, etc..			X	
SED# 8 1100-1200 Blk of SE 29th Terr Mow both sides of 29th Terr from SE 11th St South to SE 12th St & Small piece on west side between SE 12th St & SE 13th St. Weedeat along fencelines, structures, signs, etc..	X		X	
SED #10 Mow Ditch and flat area along North side of SE 31st St overpass from Lake Weir to R/R tracks. Enter dead end of intersection of SE 30th St & SE 28th Rd. Weedeat fencelines, along overpass wall, around trees, structures, etc..	X		X	
NEXT TO DRA 260, MOW EASMENT ON WESTSIDE OF DRA FROM ROAD EDGE NORTH INCLUDING DITCHLINE NEXT TO ROAD.	x		x	
NEXT TO DRA 237, MOW ON THE EATSIDE THE ENTIRE LOT FROM SE 19TH ST TO SE 21ST PL TO FROM DRA FENCLINE TO PARCELS 2920-012-001 & 3055-002-001	x		X	
Mow entire parcel 2981+003-006 located at SE 31st St between SE 33rd Ct & SE 34th Ct. Mow from road edge to South property line. Edge sidewalk, weedeat to fencline, trim around trees.	X		X	

Ownership	DRA#	Address	Parcel#	Acre	Area	Quadrant
City	241	1010 SE 31ST ST DRA ALONG ROAD IN S ROW		0.44	19330.90967	SE
City	242	1150 SE 31ST ST & SE LAKE WEIR AVE	29914+000-00	4.83	210233.7523	SE
City	210	1427 SE 40TH CT	2962+001-009	0.49	21382.90906	SE
City	262	1606 SE 8TH ST & 1560 SE 8TH ST	2883-002-006	0.45	19420.00848	SE
City	247	1822 SE 31ST ST	29859+001-00	0.99	43030.63019	SE
City	413	2001 SE 32ND AVE	29509-001-13	0.12	5249.985474	SE
City	445	201 SE 3RD ST	21645+003-00	8.28	360696.5938	SE
City	213	2011 SE 38TH AVE EAST OF JERVY GANTT PARK	2955+000-000	1.81	78912.05347	SE
City	356	2109 SE 41ST AVE SUMMERSET ESTATES LLC	29638+001-00	3.16	137707.549	SE
City	224	2150 SE 30TH AVE	29505+000-01	1.37	59751.72998	SE
City	248	2200 SE 31ST ST	29862-000-01	1.68	73344.55371	SE
City	249	2410 SE 33RD PL	29862-000-02	0.47	20292.23657	SE
City	259	251 SE 11TH AVE	28362-061-03	2.23	96944.40253	SE
City	244	2616 SE 25TH CT	2989+015-000	0.8	34679.4342	SE
City	153	311 SE 32ND PL	30367+004-00	0.91	39723.70801	SE
City	371	3150 SE 31ST ST (SE 31ST AND SE 31ST TERR)	29850-000-01	0.54	23538.06921	SE
City	263	3480 S PINE AVE	30595-002-00	1.02	44356.48035	SE
City	211	3919 SE 14TH PL	29627+000-01	0.23	9997.545044	SE
City	228	416 SE 12TH ST	2914+011-000	0.9	39101.15308	SE
City	271	4200 SE 24TH ST	29733-003-00	3.61	157291.2883	SE
City	272	4200 SE 24TH ST	29733-003-00	5.01	218400.2483	SE
City	202	4312 SE FTKING ST POWER LINE EASEMENT	27794-000-00	0.31	13594.5752	SE
City	221	703 SE 43RD AVE	2771+001-010	1.13	49039.48731	SE
City	421	DEVONSHIRE - BETWEEN HOUSES 2733 AND 2811	2978+001-033	2.46	107107.0837	SE
City	64	E FT KING ST @ 1800 BLK	28335-002-02	0.47	20273.39453	SE
City	375	MARICAMP ROAD (464) AND SE 31ST ST	29749+000-08	0.69	30242.48413	SE
City	269	S Pine Ave - behind Westport Ocala Self Storage	3030+001-001	0.39	16926.68543	SE
City	205	SE 10TH PL & SE 49TH AVE	29683+000-02	0.9	39246.00427	SE
City	206	SE 10TH PL & SE 50TH TER	29694+003-01	0.79	34584.86096	SE
City	256	SE 11TH AVE & SE 18TH PL	3037+003-000	0.12	5294.014648	SE
City	204	SE 12TH PL & SE 48TH AVE	29683+000-01	1.3	56657.06885	SE
City	274	SE 12TH ST & SE 12TH CT NW CORNER	2897-000-000	0.79	34299.14398	SE
City	222	SE 13TH ST & SE 44TH AVE	2957+005-008	2.28	99351.88757	SE
City	230	SE 16TH ST & SE 10TH AVE	2937+010-005	2.35	102177.2143	SE
City	273	SE 17TH ST & SE 14TH AVE SE CORNER	2861-000-000	1.3	56758.5932	SE
City	417	SE 17TH ST & SE 30TH AVE NW CORNER	20509-000-14	3.26	141816.7212	SE
City	215	SE 17TH ST & SE 36TH AVE SMALL HOLE	2954+005-005	0.82	35767.27527	SE
City	235	SE 18TH PL & SE 19TH ST	28623+000-00	2.36	102594.3495	SE
City	237	SE 19TH ST & SE 7TH AVE	2920+007-000	1.78	77638.09357	SE
City	238	SE 22ND ST & SE 6TH TER	3055-000-001	0.34	14878.56494	SE
City	268	SE 24TH ST EAST OF SE 24TH ST & SE 32ND AVE	29509-001-13	1.5	65295.13953	SE
City	231	SE 24TH TERR @ 1200 BLK	2889+002-012	0.41	17696.4621	SE
City	236	SE 25TH AVE & SE 14TH ST	2940+006-004	0.15	6694.363464	SE
City	232	SE 25TH AVE @ 1600 BLK	2943+002-015	0.51	22226.21545	SE
City	250	SE 27TH AVE @ 2800 BLK	2983+001-032	1.21	52590.97534	SE
City	201	SE 2ND PL & SE 45TH TER	2779+001-009	1.12	48636.51697	SE
City	266	SE 2ND ST & SE 32ND AVE	2782-014-015	0.21	8942.301147	SE
City	223	SE 30TH AVE & SE 17TH ST	29505+000-04	0.58	25281.98718	SE
City	233	SE 30TH AVE @ 1300 BLK WEST HOLE	29471-004-00	2.2	95968.96838	SE
City	245	SE 31ST ST & SE 19TH AVE	29863+000-00	7.94	345965.8616	SE
City	368	SE 31ST ST 2000 BLOCK	2990+001-008	0.8	35007.8678	SE
City	369	SE 31ST ST 2100 BLOCK	2990+001-008	0.63	27612.01227	SE
City	370	SE 31ST ST AND SE 30TH TERRACE	29850+000-46	2.39	104184.9893	SE
City	225	SE 32ND AVE & SE 18TH ST	29505+000-02	3.37	146854.0045	SE
City	258	SE 32ND AVE & SE 5TH ST	2784-000-012	0.76	33238.328	SE
City	372	SE 32ND AVE AND 31ST ST	2982+011-005	0.28	12389.99457	SE
City	265	SE 33rd Terr & SE 16th St @ dead end of 16th St	<Null>	0.05	2132.485352	SE
City	373	SE 34TH CT AND SE 31ST ST	2981+002-003	0.89	38722.30957	SE
City	214	SE 36TH AVE & SE 17TH ST SE CORNER	29572-000-00	6.93	301741.8544	SE
City	252	SE 36th Ave & SE 31st St (Large DRA)	29739+000-00	1.12	48769.97412	SE
City	253	SE 36TH AVE & SE 31ST ST LARGE DRA	29739+000-00	3.52	153261.3984	SE
City	251	SE 36TH AVE @ 2500 BLK BESIDE FIRE STATION 2	29733+003-00	1.87	81473.12256	SE
City	374	SE 36TH AVE ANE SE 31ST ST	2981+001-003	0.25	10826.9115	SE
City	212	SE 39TH TER & SE 39TH LN	2960+001-013	0.45	19588.44556	SE
City	260	SE 3RD AVE & CR 475A	30304+015-00	0.63	27413.79895	SE
City	257	SE 3RD AVE & SE 17TH PL	2921-102-010	0.58	25091.02057	SE
City	229	SE 3RD AVE & SE MAGNOLIA EXT	2918-006-000	2.75	119789.49	SE
City	218	SE 3RD ST & SE 39TH TER	2772+002-001	0.34	14707.58252	SE
City	209	SE 42ND AVE & SE 13TH ST	2956+005-006	0.63	27636.71692	SE
City	226	SE 42ND AVE NEAR SE 17TH ST	2964+001-000	0.17	7218.814331	SE
City	227	SE 43RD AVE & SE 17TH LN LOOP	2960+006-004	0.42	18355.09009	SE
City	207	SE 44TH AVE @ 1400 BLK	29651+004-01	0.41	17878.94531	SE
City	208	SE 44TH AVE @ 1500 BLK	29649+003-01	0.63	27468.60559	SE

City	203	SE 48TH AVE & SE 15TH ST	29689+003-08	0.55	24068.10217	SE
City	219	SE 4TH ST @ 3700 BLK HIGHLAND ELEMENTARY	2749-007-011	0.33	14291.43958	SE
City	239	SE 8TH AVE & SE 22ND ST SE CORNER	30490-000-00	0.98	42662.44281	SE
City	217	SE 8TH ST & SE 36TH AVE EAST SIDE	29640-001-00	4.06	176931.7427	SE
City	216	SE 8TH ST & SE 36TH AVE NORTH SIDE	27706-000-00	1.3	56476.99158	SE
City	134	SE CORNER OF NW 14TH RD & N PINE AVE	25442-000-00	0.31	13534.06433	SE
City	145	SE LAKE WEIR AVE & SE 29TH ST	29851+002-00	2.99	130076.3415	SE
City	255	SE LAKE WEIR AVE @ 2100 BLK	3038-006-000	1.61	70233.31134	SE
City	267	SE MAGNOLIA EXT & SE 16TH PL NE CORNER	2918-009-000	3.01	131194.472	SE
City	66	SILVER SPRINGS PL 1500 BLK ACROSS FROM CASCADES	2833+013-015	0.15	6375.515259	SE
City	270	SOUTH OF SE 5TH ST & SE 13TH AVE	2836-001-007	0.58	25401.06097	SE

Solicitation No: ITB# PWD/241018	Email: ljoseph@ocalafl.gov	Watching: 11
ProRFx Type: ITB Services	Contact Phone: 352-629-8260	Bids: 9
Bid Name: Stormwater DRA Grounds Maintenance - Southeast		

	Vendor Name:	Southern Charm Mowing & Landscaping		Solo Cats		REJECTED* Rock's Handy Man & Lawn Service, LLC		Sulter Precision Cuts, LLC *Currently have the NE DRA*		Inshape Maintenance, Inc		A Native Tree Service, Inc		Dragonfly Pond Works, LLC* Terminated due to unforeseen circunstances.*		Top Quality Lawn Maintenance		NaturChem, Inc d/b/a Opterra Solutions, Inc	
	Location:	Belleview, FL		Ocala, FL		Ocala, FL		Ocala, FL		Ocala, FL		Miami, FL		Raleigh, NC		Ocala, FL		Lake City, FL	
Item #	Property/Address	Cuts Per Year	Cost Per Cut	Extended Cost	Cost Per Cut	Extended Cost	Cost Per Cut	Extended Cost	Cost Per Cut	Extended Cost	Cost Per Cut	Extended Cost	Cost Per Cut	Extended Cost	Cost Per Cut	Extended Cost	Cost Per Cut	Extended Cost	Cost Per Cut	Extended Cost
PWD/SE 01	**DRA #266 SE 2nd St & SE 32nd Ave Mow top & slopes to fencelines to the West & North. Mow to the road to the East & South. Weedeat both fencelines, around all trees, structures, signs, etc.. Brushback around trees, fencelines of any growth or overhanging**	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 30.00	$420.00	$75.00	$1,050.00	$165.00	$2,310.00	$77.20	$1,080.80	$ 105.00	$ 1,470.00	$150.00	$2,100.00	132.93	$1,861.02
PWD/SE 02	**DRA #258 SE 5th Pl & SE 34th Ave (Enter through alleyway off of 34th Ave) Mow top & slopes to fencelines to the North,East, and South. Mow to woodline on West side. Weedeat all fencelines, around trees, structures, signs, etc.. Brushback growth around trees, on fencelines, and any encroachment from West woodline**	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 80.00	$1,120.00	$75.00	$1,050.00	$165.00	$2,310.00	$170.30	$2,384.20	$ 105.00	$ 1,470.00	$150.00	$2,100.00	177.08	$2,479.12
PWD/SE 03	**DRA #219 Next to 3738 SE 4th St Mow top & slopes to all inside fencelines. Weedeat**	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 40.00	$560.00	$75.00	$1,050.00	$165.00	$2,310.00	$304.40	$4,261.60	$ 105.00	$ 1,470.00	$150.00	$2,100.00	208.89	$2,924.46
PWD/SE 04	**DRA 218 SE 3rd St & SE 39th Terr Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures, etc.. Mow outside from South & West fencelines to the road. Weedeat both outside fencelines, around trees, structures, trees, etc.. Brushback fencelines, around trees of any growth or overhanging**		$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 35.00	$560.00	$75.00	$1,050.00	$165.00	$2,310.00	$119.30	$1,670.20	$ 105.00	$ 1,470.00	$150.00	$2,100.00	215.22	$3,013.08
PWD/SE 05	**DRA # 202 Next to 4354 E. Fort King St Mow top, slopes, and bottom West to woodline, East to fencline, South to markers/ballards & North to road. Weedeat around poles, trees, structures, etc.. Edge sidewalk & driveway**	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 30.00	$420.00	$75.00	$1,050.00	$165.00	$2,310.00	$129.65	$1,815.10	$ 105.00	$ 1,470.00	$150.00	$2,100.00	196.23	$2,747.22
PWD/SE 06	**DRA #201 Enter between 4517 & 4527 SE 4th Pl Mow top, slopes, and bottom to North, East, South, and West main property lines of DRA parcel #2779+001-009. Mow easement Between 4517 & 4527 NE 4th Pl. Weedeat any fencelines, around strucutres, trees, etc.. Edge curbing along entrance.**	14	$ 84.00	$1,176.00	$ 84.00	$1,176.00	$ 100.00	$1,400.00	$100.00	$1,400.00	$165.00	$2,310.00	$131.20	$1,836.80	$ 105.00	$ 1,470.00	$150.00	$2,100.00	484.96	$6,789.44

PWD/SE 07	**DRA #216 SE 8th St & SE 36th Ave (North DRA) Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around structures, trees, etc.. Mow outside from South fence to road & outside West fence to sidewalk. Weedeat both outside fencelines, around trees, signs, strucutres, etc. Edge sidewalk & small section of curbing. Brushback fencelines & around trees of any growth or overhanging**	14	$ 97.00	$1,358.00	$ 97.00	$1,358.00	$ 120.00	$1,680.00	$100.00	$1,400.00	$165.00	$2,310.00	$200.00	$2,800.00	$ 105.00	$ 1,470.00	$150.00	$2,100.00	302.9	$4,240.60
PWD/SE 08	**DRA #217 SE 8th St & SE 36th Ave (South DRA) Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures, etc.. Weedeat both sides of island in the middle down to water. Mow outside from North fence to the road & outside West fence to sidewalk. Weedeat both outside fencelines, around trees, structures, signs, poles, etc.. Edge sidewalk & small section of curbing. Brushback fencelines & around trees of any growth or overhanging.**	14	$ 304.00	$4,256.00	$ 304.00	$4,256.00	$ 350.00	$4,900.00	$300.00	$4,200.00	$165.00	$2,310.00	$281.90	$3,946.60	$ 105.00	$ 1,470.00	$150.00	$2,100.00	945.98	$13,243.72
PWD/SE 09	**DRA #221 SE 8th St & SE 44th Ave Mow top & slopes to all inside fencelines (both upper & lower DRAS) Weedeat all inside fencelines, around trees, structures, etc.. Mow outside from South & East fences to road. Weedeat both outside fencelines, around poles, structures, signs, etc.. Edge South side sidewalk. Brushback fencelines & around trees of any growth or overhanging**	14	$ 84.00	$1,176.00	$ 84.00	$1,176.00	$ 90.00	$1,260.00	$100.00	$1,400.00	$165.00	$2,310.00	$143.20	$2,004.80	$ 105.00	$ 1,470.00	$150.00	$2,100.00	263.29	$3,686.06
PWD/SE 10	**DRA #206 SE 10th Pl & SE 50th Terr Mow & top & slopes to all inside fencelines. Weedeat all inside fencelines, arounds trees, strucutres, etc.. Mow outside from North & West fencelines to the road. Weedeat both outside fencelines, around poles, signs, structures, etc.. Edge curbing along West & North road. Brushback fencelines & around trees of any growth or overhanging.**	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 100.00	$1,400.00	$75.00	$1,050.00	$165.00	$2,310.00	$127.00	$1,778.00	$ 105.00	$ 1,470.00	$150.00	$2,100.00	184.07	$2,576.98
PWD/SE 11	**DRA #205 SE 10th Pl & SE 49th Ave (Summerton) Mow top & slopes to driveway to the North, West to the road, South to property line of parcel # 29683-001-04, and East to woodline. Weedeat around trees, signs, strucutres, etc.. Edge sidewalk & Miami curbing on West side, & Driveway on North Side**	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 100.00	$1,400.00	$75.00	$1,050.00	$165.00	$2,310.00	$154.00	$2,156.00	$ 105.00	$ 1,470.00	$150.00	$2,100.00	209.7	$2,935.80
PWD/SE 12	**DRA #204 SE 12th Pl & SE 48th Ave (Summerton) Mow top & slopes to North & South fencelines, west to woodline, and East to road. Weedeat North & South fencelines, around trees, structures, signs etc.. Weedeat Sidewalk & Miami Curbing along road from North driveway to Southeast driveway. Brushback woodline of any encroachment towards DRA parcel**	14	$ 97.00	$1,358.00	$ 97.00	$1,358.00	$ 100.00	$1,400.00	$100.00	$1,400.00	$165.00	$2,310.00	$150.90	$2,112.60	$ 105.00	$ 1,470.00	$150.00	$2,100.00	302.9	$4,240.60

PWD/SE 13	**DRA #203 SE 15th St & SE 48th Ave Mow top & slopes to North & East poperty lines of DRA parcel #29689+003-08, West & South to road. Weedeat around trees, signs, structures, etc.. Edge sidewalk, driveway & Miami curbing along road**	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 60.00	$840.00	$75.00	$1,050.00	$165.00	$2,310.00	$146.30	$2,048.20	$ 105.00	$ 1,470.00	$150.00	$2,100.00	128.15	$1,794.10
PWD/SE 14	**DRA #208 SE 15th St & SE 44th Ave (Behind 1508 SE 44th Ave) Mow top & slopes to all inside fencelines. Weedeat all inside fencelines. Mow 1 pass around outside of North,West, and South fences. Weedeat outside fencelines. Mow easment between 1502 & 1508 SE 44th Ave. Brushback fencelines of any growth or overhanging**	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 60.00	$840.00	$75.00	$1,050.00	$165.00	$2,310.00	$93.65	$1,311.10	$ 105.00	$ 1,470.00	$150.00	$2,100.00	146.79	$2,055.06
PWD/SE 15	**DRA #207 SE 14th St & SE 44th Ave (Behind 1406 SE 44th Ave) South gate can be accessed from North Gate of DRA 208. Mow top & slopes to all inside fencelines. Weedeat all inside fencelines. Mow 1 pass around North, West, and South fence. Weedeat outside fencelines. Brushback fencelines of any growth or overhanging**	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 40.00	$560.00	$75.00	$1,050.00	$165.00	$2,310.00	$123.85	$1,733.90	$ 105.00	$ 1,470.00	$150.00	$2,100.00	259.53	$3,633.42
PWD/SE 16	**DRA #211 SE 14th Pl & SE 39th Ct (NOLA) Enter through easement left of 3939 SE 14th Pl Mow top & slopes to all inside fencelines. Weedeat all inside fencelines. Mow easment from fence to road between parcel #'s 29627-000-05 & 29627-000-06. Weedeat West fenceline along easement. Brushback fencelines of any growth or overhanging**	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 30.00	$420.00	$75.00	$1,050.00	$165.00	$2,310.00	$97.30	$1,362.20	$ 105.00	$ 1,470.00	$150.00	$2,100.00	145.59	$2,038.26
PWD/SE 17	**DRA #210 SE 14th Pl & SE 40th Ct Mow top & slopes to North & West property lines of DRA parcel #2962+001-009 and to East & South fencelines. Weedeat all inside fencelines, around trees, structures, etc.. Brushback fencelines of any growth or overhanging**	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 40.00	$560.00	$75.00	$1,050.00	$165.00	$2,310.00	$122.10	$1,709.40	$ 105.00	$ 1,470.00	$150.00	$2,100.00	310.17	$4,342.38
PWD/SE 18	**DRA # 209 SE 13th St & SE 42nd Ave Mow top & slopes to North woodline, East to fenceline, and to the road to the West and South. Weedeat East fenceline, around trees, structures, signs etc.. Edge large concrete flume on South side & curbing on West side. Brushback fenceline of any growth or overhanging, and North woodline of any encroachment towards DRA parcel. Also mow the North wood line off SE 12th Pl**	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 50.00	$700.00	$75.00	$1,050.00	$165.00	$2,310.00	$134.60	$1,884.40	$ 105.00	$ 1,470.00	$150.00	$2,100.00	256.3	$3,588.20
PWD/SE 19	**DRA #222 SE 13th St & SE 44th Ave Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures, signs, poles, etc.. Mow outside South & East fencelines to road. Weedeat outside fencelines, around poles, signs, etc.. Edge Miami Curbing along South & East sides. Brushback fencelines & around trees of any growth or overhanging**	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 175.00	$2,450.00	$125.00	$1,750.00	$165.00	$2,310.00	$279.10	$3,907.40	$ 105.00	$ 1,470.00	$150.00	$2,100.00	531.24	$7,437.36

PWD/SE 20	DRA # 227 Behind 1751 SE 43rd Terr Mow easment from road to DRA fence between parcel #'s 2960-006-004 & 2960-006-005 Weedeat fencelines along easement. Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, structures. Brushback fencelines of any growth or overhanging	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 40.00	$560.00	$75.00	$1,050.00	$165.00	$2,310.00	$101.30	$1,418.20	$ 105.00	$ 1,470.00	$150.00	$2,100.00	265.86	$3,722.04
PWD/SE 21	DRA # 226 SE 17th St & SE 42nd Ave (Just North of 17th on 42nd) Mow top & slopes to all inside fencelines. Weedeat all inside fencelines. Mow outside from East fence to road. Weedeat outside fenceline. Edge curbing along road. Brushback fencelines of any growth or overhanging	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 20.00	$280.00	$75.00	$1,050.00	$165.00	$2,310.00	$88.90	$1,244.60	$ 105.00	$ 1,470.00	$150.00	$2,100.00	107.61	$1,506.54
PWD/SE 22	DRA # 212 SE 17th Ln & SE 39th Terr Mow top & slopes including ramp to all inside fencelines. Weedeat all inside fencelines, around structures, trees, etc.. Mow outside from East fence/gate to road. Weedeat outside fenceline. Brushback fencelines of any growth or overhanging	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 40.00	$560.00	$75.00	$1,050.00	$165.00	$2,310.00	$125.25	$1,753.50	$ 105.00	$ 1,470.00	$150.00	$2,100.00	284.85	$3,987.90
PWD/SE 23	DRA # 213 SE 38th Ave & SE 21st Pl Mow top & slopes including island to poperty lines of DRA parcel # 2955+000-000. Mow to road along SE 21st pl. Weedeat fencelines to the East, around trees, structures, signs, etc.. Brushback fencelines of any growth or overhanging & woodlines of any encroachment towards DRA parcel.	14	$ 135.00	$1,890.00	$ 135.00	$1,890.00	$ 150.00	$2,100.00	$100.00	$1,400.00	$165.00	$2,310.00	$307.45	$4,304.30	$ 105.00	$ 1,470.00	$150.00	$2,100.00	421.73	$5,904.22
PWD/SE 24	DRA # 215 SE 17th St & SE 36th Ave (North DRA) Mow top & slopes to North property line/ tree line of DRA parcel #2954+005-005. Mow East & South to road and West to sidewalk. Weedeat around trees, signs, structures, lift station fence, etc.. Edge sidewalks & driveway to the West & South and curbing to the South & East. Brushback around trees of any growth or overhanging & North woodline of any encroachment towards to the DRA parcel	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 80.00	$1,120.00	$75.00	$1,050.00	$165.00	$2,310.00	$192.30	$2,692.20	$ 105.00	$ 1,470.00	$150.00	$2,100.00	191.06	$2,674.84
PWD/SE 25	DRA # 214 SE 17th St & SE 36th Ave (South DRA) Mow top & slopes to road on the NW corner, to woodline/fencelines to the North, fencelines to the East & South and to sidewalk to the West. Mow all of middle island. Weedeat all fencelines, around trees, structures, signs, etc.. Edge Sidewalk along West & North side & curbing along North side. Brushback fencelines & around trees of any growth or overhanging	14	$ 519.00	$7,266.00	$ 519.00	$7,266.00	$ 650.00	$9,100.00	$450.00	$6,300.00	$165.00	$2,310.00	$531.30	$7,438.20	$ 105.00	$ 1,470.00	$150.00	$2,100.00	1614.69	$22,605.66
PWD/SE 26	DRA #265 Next to 3401 SE 16th St (DRA at Dead End) Mow top & slopes from dead end east to fenceline & from fencelines to the North & South. Weedeat all fencelines, around trees, poles, signs etc.. Brushback fencelines of any growth or overhanging	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 20.00	$280.00	$75.00	$1,050.00	$165.00	$2,310.00	$97.75	$1,368.50	$ 105.00	$ 1,470.00	$150.00	$2,100.00	125	$1,750.00

PWD/SE 27	DRA # 356 Behind 2103 SE 39th Ave Enter to left of driveway (Summerset) Mow top and slopes to all fencelines /property lines surronding DRA parcel #29638+001-00. Weedeat all surronding fencelines, around structures. Brushback fencelines of any growth or overhanging	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 20.00	$280.00	$75.00	$1,050.00	$165.00	$2,310.00	$223.85	$3,133.90	$ 105.00	$ 1,470.00	$150.00	$2,100.00	736.28	$10,307.92
PWD/SE 28	DRA #251 2500 Blk of SE 36th Ave (2 DRAs next to the Credit Union) Mow top & slopes to North property line of DRA parcel #29733+003-00, west to road, south to road & property lines of parcel #29733-003-02, and East to property line of Fire Station #2. Weedeat around trees, signs, poles, structures etc.. Edge sidewalk on the west side Brushback around trees/woodlines of any growth, encroachment, or overhanging	14	$ 140.00	$1,960.00	$ 140.00	$1,960.00	$ 195.00	$2,730.00	$100.00	$1,400.00	$165.00	$2,310.00	$207.65	$2,907.10	$ 105.00	$ 1,470.00	$150.00	$2,100.00	435.71	$6,099.94
PWD/SE 29	DRA #225 SE 18th St & SE 32nd Ave (Across from health department) Mow top & slopes to North, West, and East fencelines. Mow top & North side of island on the South end. Weedeat all inside fencelines, around trees, stuctures, etc.. Mow outside East fence from fence to road. Weedeat outside fenceline. Edge curbing & driveway along road. Brushback fencelines of any growth or overhanging	14	$ 252.00	$3,528.00	$ 252.00	$3,528.00	$ 300.00	$4,200.00	$200.00	$2,800.00	$165.00	$2,310.00	$426.90	$5,976.60	$ 105.00	$ 1,470.00	$150.00	$2,100.00	785.21	$10,992.94
PWD/SE 30	DRA # 224 SE 18th St & SE 30th Ave (Across from Baptist Church) Mow top & slopes to East fenceline, South to treeline, West to the road, and North to property line of DRA parcel #29505+000-01. Weedeat fencelines, around trees, signs, poles, structures, etc.. Edge curbing & driveway on West side. Brushback fencelines of any growth or overhanging	14	$ 102.00	$1,428.00	$ 102.00	$1,428.00	$ 100.00	$1,400.00	$100.00	$1,400.00	$165.00	$2,310.00	$232.95	$3,261.30	$ 105.00	$ 1,470.00	$150.00	$2,100.00	319.21	$4,468.94
PWD/SE 31	DRA #223 SE 17th St & SE 30th Ave Mow top,slopes, and bottom North & West to road, South to fenceline & East to property line of DRA parcel #29505+000-04. Weedeat fencelines, around poles, signs, structures, etc.. Edge curbing on West side and sidewalk on North side	14	$ 80.00	$1,120.00	$ 80.00	$1,120.00	$ 200.00	$2,800.00	$100.00	$1,400.00	$165.00	$2,310.00	$118.80	$1,663.20	$ 105.00	$ 1,470.00	$150.00	$2,100.00	251.14	$3,515.96
PWD/SE 32	DRA #233 SE 30th Ave & SE 14th St (2 DRAS Mow top & slopes to all insides fencelines. Weedeat all inside fencelines, around trees, structures, etc.. Mow outside from West fence to road. Weedeat outside fenceline, around poles, structures, etc.. Brushback fencelines of any growth or overhanging	14	$ 165.00	$2,310.00	$ 165.00	$2,310.00	$ 200.00	$2,800.00	$125.00	$1,750.00	$165.00	$2,310.00	$244.65	$3,425.10	$ 105.00	$ 1,470.00	$150.00	$2,100.00	512.6	$7,176.40
PWD/SE 33	DRA #232 1600 Blk of SE 25th Ave Mow top & slopes to North,West,and South fencelines, East to sidewalk. Weedeat all fencelines, around trees, signs. Edge sidewalk & driveway on East side. Brushback fencelines of any growth or overhanging	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 50.00	$700.00	$75.00	$1,050.00	$165.00	$2,310.00	$125.70	$1,759.80	$ 105.00	$ 1,470.00	$150.00	$2,100.00	118.83	$1,663.62

PWD/SE 34	DRA # 236 SE 14th St & SE 25th Ave Mow top & slopes North to fenceline, East,South,and West to road. Weedeat North fenceline, around trees, signs, structures, etc.. Edge curbing on West & South sides, Edge sidewalk & driveway on South and East Side. Brushback fencelines & around trees of any growth or overhanging	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 25.00	$350.00	$75.00	$1,050.00	$165.00	$2,310.00	$190.90	$2,672.60	$ 105.00	$ 1,470.00	$150.00	$2,100.00	125	$1,750.00
PWD/SE 35	DRA #231 SE 12th St & SE 24th Terr Mow top & slopes to North fenceline, East to wall, South to woodline, and West to road. Weedeat fenceline, along wall, around trees, structures, poles, etc.. Brushback fencelines, woodline & around trees of any growth, overhanging, or encroachment	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 40.00	$560.00	$75.00	$1,050.00	$165.00	$2,310.00	$174.80	$2,447.20	$ 105.00	$ 1,470.00	$150.00	$2,100.00	259.53	$3,633.42
PWD/SE 36	DRA #262 Lot next to 1614 SE 8th St Mow entire lot from West tree line to East treeline & from road to South fencelines. Weedeat fencelines, around trees, structures, signs, etc.. Edge curbing & driveway along North side. Parcel #'s for location are 2883-002-006 & 2883-002-007	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 40.00	$560.00	$75.00	$1,050.00	$165.00	$2,310.00	$150.90	$2,112.60	$ 105.00	$ 1,470.00	$150.00	$2,100.00	284.85	$3,987.90
PWD/SE 37	DRA #270 SE 7th St & SE 13th Ave. Mow top & slopes West to road, South & East to fencelines/woodline. Mow north to property line of parcel # 2836-001-003. Weedeat around trees, structures, signs, etc.. Edge curbing & flume along West side & driveway on South side.	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 40.00	$560.00	$75.00	$1,050.00	$165.00	$2,310.00	$185.60	$2,598.40	$ 105.00	$ 1,470.00	$150.00	$2,100.00	135.14	$1,891.96
PWD/SE 38	DRA #228 Next to 426 SE 12th St (Both DRAS) SMALL DRA, Mow tops & slopes to East & West fencelines, Mow North to road, South to woodline. Weedeat fencelines, around trees, structures, signs, etc. Edge curbing along road. LARGE DRA, Mow top & slopes to South woodline, Mow North & East to bordering property lines, woodlines of DRA parcel. Weedeat around trees, fencelines, structures, etc.. Brushback both ponds fencelines/treelines of any growth, overhanging or encroachment towards the DRA parcel	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 90.00	$1,260.00	$75.00	$1,050.00	$165.00	$2,310.00	$159.00	$2,226.00	$ 105.00	$ 1,470.00	$150.00	$2,100.00	363	$5,082.00
PWD/SE 39	DRA #230 SE 16th St & SE 10th Ave Mow top & slopes North to road, South to fenceline, East & West to property lines of DRA parcel # 2937+010-005. Weedeat fencelines, around trees, structures, signs, poles, etc.. Edge concrete flume coming off of road toward DRA. Brushback fencelines of any growth or overhanging	14	$ 176.00	$2,464.00	$ 176.00	$2,464.00	$ 200.00	$2,800.00	$125.00	$1,750.00	$165.00	$2,310.00	$178.75	$2,502.50	$ 105.00	$ 1,470.00	$150.00	$2,100.00	547.55	$7,665.70
PWD/SE 40	DRA #235 Next to 1360 SE 18th Pl Mow top & slopes North to road on 19th St & 18th Pl, East & West to property lines of DRA parcel #28623+000-00 & South as far back as can bereached. Weedeat fencelines, around trees, pumps, structures, signs, poles, etc.. Edge curbing along both roads. Brushback around trees or fencelines of any growth or overhanging	14	$ 177.00	$2,478.00	$ 177.00	$2,478.00	$ 200.00	$2,800.00	$125.00	$1,750.00	$165.00	$2,310.00	$202.70	$2,837.80	$ 105.00	$ 1,470.00	$150.00	$2,100.00	549.88	$7,698.32

PWD/SE 41	**DRA #256 SE 18th Pl & SE 11th Ave (Enter off 11th next to R/R tracks) Mow Entire area of parcel #3037+003-000 including top & slopes to all inside fences. Weedeat all inside fencelines, Weedeat outside of South fenceline. Brushback fenceline/woodline of any growth, overhanging, or encroachement towards parcel**	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 20.00	$280.00	$75.00	$1,050.00	$165.00	$2,310.00	$224.85	$3,147.90	$ 105.00	$ 1,470.00	$150.00	$2,100.00	125	$1,750.00
PWD/SE 42	**DRA #257 SE 17th Pl & SE 3rd Ave Mow top & slopes, and bottom to Road on North,West,and East sides. Mow to woodline/fenceline to the south. Weedeat fenceline, around trees, structures, signs, etc.. Edge sidewalk on West side. Brushback around trees of any growth or low hanging. Mow entire parcel 2921-102-010**	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 40.00	$560.00	$75.00	$1,050.00	$165.00	$2,310.00	$208.55	$2,919.70	$ 105.00	$ 1,470.00	$150.00	$2,100.00	251.14	$3,515.96
PWD/SE 43	**DRA #237 SE 19th St & SE 7th Ave Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures, etc.. Mow outside from North Fence to road. Weedeat North fenceline, arounds signs. Brushback fencelines of any growth or overhanging**	14	$ 133.00	$1,862.00	$ 133.00	$1,862.00	$ 150.00	$2,100.00	$100.00	$1,400.00	$165.00	$2,310.00	$336.70	$4,713.80	$ 105.00	$ 1,470.00	$150.00	$2,100.00	414.74	$5,806.36
PWD/SE 44	**DRA #238 Behind 638 SE 21st Pl (Enter through easement between 638 & 635) Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures etc.. Mow easement from road to DRA fence. Brushback fencelines of any growth or overhanging**	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 40.00	$560.00	$75.00	$1,050.00	$165.00	$2,310.00	$203.15	$2,844.10	$ 105.00	$ 1,470.00	$150.00	$2,100.00	215.22	$3,013.08
PWD/SE 45	**DRA #239 Across from 823 DE 22nd St (Fisher Park) Mow top & slopes to road on North & South sides & to boundary markers to the East & West. Weedeat around any signs, poles, strucutres, pumps, hoses etc.. Edge sidewalks/structures that fall within boundary of DRA**	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 100.00	$1,400.00	$75.00	$1,050.00	$165.00	$2,310.00	$257.00	$3,598.00	$ 105.00	$ 1,470.00	$150.00	$2,100.00	228.34	$3,196.76
PWD/SE 46	**DRA #255 SE 21st St & Lake Weir Ave Mow top & slopes North to the road, West & South to the sidewalk, and East to woodline.Weedeat around trees, signs, structures, poles, etc.. Edge sidewalk to the west & Curbing to the North. Brushback around trees & woodline of any growth or encroachment to DRA parcel**	14	$ 120.00	$1,680.00	$ 120.00	$1,680.00	$ 150.00	$2,100.00	$100.00	$1,400.00	$165.00	$2,310.00	$304.40	$4,261.60	$ 105.00	$ 1,470.00	$150.00	$2,100.00	375.13	$5,251.82
PWD/SE 47	**DRA #145 Lake Weir Ave & SE 29th St (Next to school) Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, poles, structures, etc.. Mow outside West fence to sidewalk. Weedeat outside fenceline, around poles. Edge sidewalk & driveway along road. Brushback fencelines of any growth or overhanging**	14	$ 224.00	$3,136.00	$ 224.00	$3,136.00	$ 250.00	$3,500.00	$125.00	$1,750.00	$165.00	$2,310.00	$339.95	$4,759.30	$ 105.00	$ 1,470.00	$150.00	$2,100.00	696.67	$9,753.38

PWD/SE 48	**DRA #243 Next to Fire Station 7 on SE 31st St. Mow top, slopes, including small DRA behind firestation & overpass slope North & East to woodline, South to top of overpass, and West to property line of DRA parcel #30338+000-00. Weedeat around trees, signs, guardrail, structures, etc.. Brushback treelines of any gowth encroaching DRA parcel.**	14	$ 145.00	$2,030.00	$ 145.00	$2,030.00	$ 150.00	$2,100.00	$125.00	$1,750.00	$165.00	$2,310.00	$209.10	$2,927.40	$ 105.00	$ 1,470.00	$150.00	$2,100.00	407.75	$5,708.50
PWD/SE 49	**DRA #260 At 3 way of SE 1st Ave & SE 3rd Ave Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures, etc.. Mow outside from South fence to road. Weedeat outside fenceline, around trees, signs, structures, etc..**	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 50.00	$700.00	$75.00	$1,050.00	$165.00	$2,310.00	$221.15	$3,096.10	$ 105.00	$ 1,470.00	$150.00	$2,100.00	146.79	$2,055.06
PWD/SE 50	**DRA # 153 SE 31st St between 441 & CR 474 (South side of 31st) Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures. Mow outside from North fenceline to road. Weedeat outside fenceline, around poles, structures. Edge sidewalk & driveway along road. Brushback fencelines of any growth or overhanging**	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 100.00	$1,400.00	$75.00	$1,050.00	$165.00	$2,310.00	$255.35	$3,574.90	$ 105.00	$ 1,470.00	$150.00	$2,100.00	212.03	$2,968.42
PWD/SE 51	**DRA #263 Enter down road between parcel #'s 30165-000-00 &29870-001-00. DRA is through gate at dead-end next to lift station. Mow top & slopes to surronding woodlines. Weedeat around structures.**	14	$ 76.00	$1,064.00	$ 76.00	$1,064.00	$ 100.00	$1,400.00	$100.00	$1,400.00	$165.00	$2,310.00	$331.60	$4,642.40	$ 105.00	$ 1,470.00	$150.00	$2,100.00	237.66	$3,327.24
PWD/SE 52	**DRA #241 At dead end of SE 10th Ave off of 441. (Shadow Oak Mobile Home Park) Mow top & slopes North to overpass wall, East to R/R tracks, South to fencelines, and West to road. Weedeat along overpass wall, fencelines, around trees, structures. Brushback fencelines, overpass wall of any growth or overhanging**	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 40.00	$560.00	$75.00	$1,050.00	$165.00	$2,310.00	$138.25	$1,935.50	$ 105.00	$ 1,470.00	$150.00	$2,100.00	278.52	$3,899.28
PWD/SE 53	**DRA # 242 SE 31st St & Lake Weir Ave (Large DRA on corner including wooded lot) Mow top & slopes North to road/overpass wall, East to road, South to fencelines, and West to woodline. Weedeat all fencelines, overpass wall, around trees, structures, signs, poles, etc.. Edge sidewalks, driveways, curbs & around lift station. Brushback around trees, fencelines, woodlines of any growth, overhanging, or encroachment towards DRA parcel**	14	$ 362.00	$5,068.00	$ 362.00	$5,068.00	$ 400.00	$5,600.00	$350.00	$4,900.00	$165.00	$2,310.00	$265.35	$3,714.90	$ 105.00	$ 1,470.00	$150.00	$2,100.00	1125.39	$15,755.46
PWD/SE 54	**DRA # 247 SE 31st St & SE 19th Ave Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures. Mow outside North & East fencelines to the road. Weedeat outside fencelines, around signs, structures, etc.. Edge sidewalks, curbing, driveway on North & East side. Brushback North, West, and East fencelines of any growth or overhanging. DO NOT BRUSHBACK SOUTH FENCELINE**	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 100.00	$1,400.00	$75.00	$1,050.00	$165.00	$2,310.00	$319.25	$4,469.50	$ 105.00	$ 1,470.00	$150.00	$2,100.00	230.67	$3,229.38

PWD/SE 55	**DRA #245 SE 31st St & SE 19th Ave Mow top, slopes, and bottom West & South to road. North to woodline. East to fencelines/woodlines. Weedeat fencelines, around trees, poles, signs, structures, flowerbeds etc.. Edge all sidewalks around walking trail & curbing along West & South roads.**	14	$ 595.00	$8,330.00	$ 595.00	$8,330.00	$ 700.00	$9,800.00	$500.00	$7,000.00	$165.00	$2,310.00	$1,756.25	$24,587.50	$ 105.00	$ 1,470.00	$150.00	$2,100.00	3438.02	$48,132.28
PWD/SE 56	**DRA # 368 2000 Blk of SE 31st St (Across from DRA 245) Mow top & slopes North to road, West & South to fencelines. Weedeat fencelines, around trees, structures, signs, etc.. Edge sidewalk & curbing along road. Brushback fencelines of any growth or overhanging DRA 368 & 369 share same parcel #2990+001-008**	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 20.00	$280.00	$75.00	$1,050.00	$165.00	$2,310.00	$183.20	$2,564.80	$ 105.00	$ 1,470.00	$150.00	$2,100.00	186.4	$2,609.60
PWD/SE 57	**DRA # 369 2100 BLK of SE 31st St Mow top & slopes North to road, west to DRA 368, South to fencelines & property line of parcel #2990-001-023, and West to road. Weedeat fencelines, around trees, structures, signs, poles, etc.. Edge sidewalk, curbing & driveway along road. Brushback fencelines of any growth or overhanging**	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 50.00	$700.00	$75.00	$1,050.00	$165.00	$2,310.00	$224.65	$3,145.10	$ 105.00	$ 1,470.00	$150.00	$2,100.00	146.79	$2,055.06
PWD/SE 58	**DRA # 248 SE 31st Pl & SE 23rd Ave (Hunters Ridge) Mow top & slopes North to retaining wall/sidewalk, West to sidewalk, South to fenceline, and East to property line of DRA parcel #29862+000-01. Weedeat fenceline, around trees, poles, signs, structures, etc.. Edge along reatining wall on North side, DRA side of sidewalk of West side, and Miami curbing along road inside neighborhood.**	14	$ 126.00	$1,764.00	$ 126.00	$1,764.00	$ 150.00	$2,100.00	$100.00	$1,400.00	$165.00	$2,310.00	$260.10	$3,641.40	$ 105.00	$ 1,470.00	$150.00	$2,100.00	391.44	$5,480.16
PWD/SE 59	**DRA # 249 SE 33rd Pl & SE 24th Terr (Hunters Ridge) Mow top & slopes to property lines of DRA parcel # 29862+000-02. Mow to road on front side, Weedeat fencelines, around structures, signs, etc.. Edge curbing along road. Brushback fencelines/treelines of any growth, overhanging, or encroachment.**	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 50.00	$700.00	$75.00	$1,050.00	$165.00	$2,310.00	$149.50	$2,093.00	$ 105.00	$ 1,470.00	$150.00	$2,100.00	297.51	$4,165.14
PWD/SE 60	**DRA #244 Next to 2614 SE 25th Ct (Forest Park) Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures etc.. Mow triangular piece outside of gate to road. Weedeat outside fenceline. Brushback fencelines of any growth or overhanging**	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 20.00	$280.00	$75.00	$1,050.00	$165.00	$2,310.00	$264.35	$3,700.90	$ 105.00	$ 1,470.00	$150.00	$2,100.00	186.4	$2,609.60
PWD/SE 61	**DRA #250 SE 27th Ave & SE 28th St (Quail Hollow) Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around trees, structures, pump station etc.. Mow outside West fence to road. Weedeat outside fenceline. Edge Miami curbing along road & large flumes in the center and far back. Brusback fencelines of any growth or overhanging**	14	$ 90.00	$1,260.00	$ 90.00	$1,260.00	$ 100.00	$1,400.00	$100.00	$1,400.00	$165.00	$2,310.00	$286.30	$4,008.20	$ 105.00	$ 1,470.00	$150.00	$2,100.00	281.93	$3,947.02

PWD/SE 62	DRA #370 SE 31st St & SE 30th Terr Mow top & slopes to all inside fencelines. Weedeat all inside fencelines around trees, strucutres, etc.. Mow outside North fence to road. Weedeat outside fenceline, around signs, poles, structures, etc.. Edge sidewalk, driveway & curbing along road. Brushback fencelines of any growth or overhanging	14	$ 179.00	$2,506.00	$ 179.00	$2,506.00	$ 200.00	$2,800.00	$125.00	$1,750.00	$165.00	$2,310.00	$373.60	$5,230.40	$ 105.00	$ 1,470.00	$150.00	$2,100.00	556.87	$7,796.18
PWD/SE 63	DRA #371 SE 31st St & SE 31st Terr Mow top & slopes North,East, and West to road, South to fencelines. Weedeat all fencelines, around poles, structures, etc.. Edge sidewalk & curbing along road. Brushback fencelines of any growth or overhanging	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 40.00	$560.00	$75.00	$1,050.00	$165.00	$2,310.00	$196.20	$2,746.80	$ 105.00	$ 1,470.00	$150.00	$2,100.00	125.82	$1,761.48
PWD/SE 64	DRA # 372 SE 31st St & SE 32nd Ave Mow top,slopes, and bottom North & West to the road, South to fencelines, and East to end of South fencelines. Weedeat fencelines, around poles, signs, structures, etc.. Edge sidewalk & curbing along road. Brushback fencelines of any growth or overhanging. Mow entire parcel 2982+011-005	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 20.00	$280.00	$75.00	$1,050.00	$165.00	$2,310.00	$182.30	$2,552.20	$ 105.00	$ 1,470.00	$150.00	$2,100.00	177.24	$2,481.36
PWD/SE 65	DRA # 373 SE 31st St & SE 34th Ct Mow top, slopes, and bottom North, East, and West to the road, South to property line of parcel #2981+002-003. Weedeat fencelines, around poles, signs, structures, etc.. Edge sidewalk, driveway, and curbing along road. Brushback treeline of any growthor overhanging encroaching DRA parcel	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 100.00	$1,400.00	$75.00	$1,050.00	$165.00	$2,310.00	$179.65	$2,515.10	$ 105.00	$ 1,470.00	$150.00	$2,100.00	385.37	$5,395.18
PWD/SE 66	DRA # 374 SE 31st St & SE 36th Ave Mow top,slopes, and bottom North, East, and West to road, South to fencelines/treelines. Weedeat fencelines, around poles, signs, structures, etc.. Edge sidewalk, driveway, curbing along road. Brushback fencelines/treelines of any growth, overhanging, or encroachment towards DRA parcel	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 30.00	$420.00	$75.00	$1,050.00	$165.00	$2,310.00	$198.55	$2,779.70	$ 105.00	$ 1,470.00	$150.00	$2,100.00	158.25	$2,215.50
PWD/SE 67	DRA # 252 SE 31st St & SE 36th Ave (Both Ponds) Mow top & slopes North & West to woodline/fenceline, South & East to Road. Weedeat fencelines, around trees, signs, structures, etc.. Edge sidewalk & driveway along road. Brushback fencelines/woodliines of any growth, overhanging or encroachment towards DRA parcel	14	$ 84.00	$1,176.00	$ 84.00	$1,176.00	$ 100.00	$1,400.00	$100.00	$1,400.00	$165.00	$2,310.00	$303.00	$4,242.00	$ 105.00	$ 1,470.00	$150.00	$2,100.00	260.96	$3,653.44
PWD/SE 68	DRA # 253 SE 31st St & SE 36th Ave Mow top & slopes to all inside fencelines. Weedeat all inside fencelines, around structures, etc.. Mow outside West fence to sidewalk, Outside South & East fence to road. Weedeat outside fencelines, around structures, poles, signs, etc.. Edge curbing, sidewalk & driveway along road. Brushback fencelines of any growth or overhanging	14	$ 264.00	$3,696.00	$ 264.00	$3,696.00	$ 280.00	$3,920.00	$200.00	$2,800.00	$165.00	$2,310.00	$490.05	$6,860.70	$ 105.00	$ 1,470.00	$150.00	$2,100.00	820.16	$11,482.24

PWD/SE 69	DRA # 375 SE 31st St & Maricamp Mow top,slopes, and bottom West to sidewalk, South to R/R track , East to fenceline & North to power poles. Weedeat fenceline, around poles, structures, signs, etc.. Edge East side sidewalk & driveway,	14	$ 75.00	$1,050.00	$ 75.00	$1,050.00	$ 50.00	$700.00	$75.00	$1,050.00	$165.00	$2,310.00	$117.00	$1,638.00	$ 105.00	$ 1,470.00	$150.00	$2,100.00	298.77	$4,182.78
PWD/SE 70	SED #1 SE 37th Ave from Ft. King St to SE 4th St Mow both sides from the road to property lines. Weedeat fencelines, around trees, structures, etc..	14	$ 95.00	$1,330.00	$ 120.00	$1,680.00	$ 150.00	$2,100.00	$120.00	$1,680.00	$185.00	$2,590.00	$219.25	$3,069.50	$ 105.00	$ 1,470.00	$150.00	$2,100.00	$333.00	$4,662.00
PWD/SE 71	SED #2 4300 Blk of SE 8th St (Southside lot under powerlines) Mow the entire lot under powerlines—weed-eat fencelines, around poles, ditch line in the middle of the lot. Mow outside the North fence to the road. Weedeat fenceline	14	$ 95.00	$1,330.00	$ 120.00	$1,680.00	$ 150.00	$2,100.00	$120.00	$1,680.00	$185.00	$2,590.00	$306.60	$4,292.40	$ 105.00	$ 1,470.00	$150.00	$2,100.00	$333.00	$4,662.00
PWD/SE 72	SED #3 3320 SE 17th St (Road next to YMCA) Mow both sides of the South from 17th St to the parking lot at the end, from the road to the treeline/ property line. Weedeat around trees, signs, poles, structures, etc.	14	$ 95.00	$1,330.00	$ 120.00	$1,680.00	$ 200.00	$2,800.00	$120.00	$1,680.00	$185.00	$2,590.00	$273.70	$3,831.80	$ 105.00	$ 1,470.00	$150.00	$2,100.00	$333.00	$4,662.00
PWD/SE 73	SED #5 SE Magnolia EXT from SE 16th Pl to SW 10th St Mow North side from 16th Pl towards 3rd Ave up to treeline. At the NE corner of 3rd Ave & Magnolia mow from road North to R/R tracks and East from 3rd Ave to treeline including ditch & flat area. From 3rd mow the entire ditch to SW 10th St. Weedeat around any trees, signs, poles, structures, etc.	14	$ 95.00	$1,330.00	$ 120.00	$1,680.00	$ 300.00	$4,200.00	$120.00	$1,680.00	$185.00	$2,590.00	$281.35	$3,938.90	$ 105.00	$ 1,470.00	$150.00	$2,100.00	$333.00	$4,662.00
PWD/SE 74	SED # 6 SE Magnolia EXT from SW 10th St to SE 16th Pl Mow South side from SW 10th St to SW 12th St. Mow behind the guardrail at 12th St then the entire ditch to SE 3rd Ave. Mow the ditch as the whole on the SE corner of 3rd Ave & Magnolia then from the road to treeline to 16th Pl. Weedeat around trees, guardrails, signs, poles, structures, etc.	14	$ 95.00	$1,330.00	$ 120.00	$1,680.00	$ 300.00	$4,200.00	$120.00	$1,680.00	$185.00	$2,590.00	$481.90	$6,746.60	$ 105.00	$ 1,470.00	$150.00	$2,100.00	$333.00	$4,662.00
PWD/SE 75	SED# 8 1100-1200 Blk of SE 29th Terr Mow both sides of 29th Terr from SE 11th St South to SE 12th St & Small piece on the west side between SE 12th St & SE 13th St. Weedeat along fencelines, structures, signs, etc.	14	$ 95.00	$1,330.00	$ 120.00	$1,680.00	$ 250.00	$3,500.00	$120.00	$1,680.00	$185.00	$2,590.00	$93.15	$1,304.10	$ 105.00	$ 1,470.00	$150.00	$2,100.00	$333.00	$4,662.00
PWD/SE 76	SED #10 Mow Ditch and flat area along North side of SE 31st St overpass from Lake Weir to R/R tracks. Enter dead end of intersection of SE 30th St & SE 28th Rd. Weedeat fencelines, along overpass wall, around trees, structures, etc..	14	$ 95.00	$1,330.00	$ 120.00	$1,680.00	$ 600.00	$8,400.00	$120.00	$1,680.00	$185.00	$2,590.00	$231.40	$3,239.60	$ 105.00	$ 1,470.00	$150.00	$2,100.00	$333.00	$4,662.00

PWD/SE 77	NEXT TO DRA 237, MOW ON THE EATSIDE THE ENTIRE LOT FROM SE 19TH ST TO SE 21ST PL TO FROM DRA FENCLINE TO PARCELS 2920-012-001 & 3055-002-001	14	$ 95.00	$1,330.00	$ 120.00	$1,680.00	$ 200.00	$2,800.00	$120.00	$1,680.00	$185.00	$2,590.00	$93.15	$1,304.10	$ 105.00	$ 1,470.00	$150.00	$2,100.00	$333.00	$4,662.00
PWD/SE 78	Mow entire parcel 2981+003-006 located at SE 31st St between SE 33rd Ct & SE 34th Ct. Mow from road edge to South property line. Edge sidewalk, weedeat to fencline, trim around trees.	14	$ 95.00	$1,330.00	$ 120.00	$1,680.00	$ 200.00	$2,800.00	$120.00	$1,680.00	$185.00	$2,590.00	$104.85	$1,467.90	$ 105.00	$ 1,470.00	$150.00	$2,100.00	$333.00	$4,662.00
ANNUAL TOTAL BID AMOUNT			$124,460.00		$127,610.00		$143,990.00		$119,070.00		$182,700.00		$253,652.70		$114,660.00		$163,800.00		$412,868.82	
3 -YEARS TOTAL CONTRACT AMOUNT			$373,380.00		$382,830.00		$431,970.00		$357,210.00		$548,100.00		$760,958.10		$343,980.00		$491,400.00		$1,238,606.46	

File #: 2025-1632 Agenda Item #: 10n.

Submitted By: Christina Guy

Presentation By: Gary Crews

Department: Facilities Management

STAFF RECOMMENDATION (Motion Ready):
Approve a one-year renewal of the agreement for elevator and lift preventative maintenance and repair services in the amount of $225,000

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The City of Ocala (City) operates multiple facilities equipped with elevators and lifts that are essential for daily operations, public accessibility, and compliance with the Americans with Disabilities Act (ADA) requirements. These systems are used heavily and are critical to ensuring the safe and efficient movement of equipment, staff, residents, and visitors within City buildings.

On March 28, 2023, the City issued Invitation to Bid (ITB) No.: FAC/230355 for the provision of preventative maintenance services and repairs on elevators and lifts at multiple buildings throughout the City. Two firms responded, and after considering price and other evaluation factors, Oracle Elevator Holdco, Inc., doing business as Oracle Elevator Company, was identified as the lowest responsible bidder.

FINDINGS AND CONCLUSIONS:
At the end of the initial contract term, Facilities Department staff requested a one-year renewal of Contract No. FAC/230355. Oracle Elevator Company agreed to the extension under the original terms, conditions, and pricing. The renewal period began on July 8, 2025, and will continue through July 7, 2026. Facilities staff anticipates that total expenditures under the renewed contract will amount to approximately $225,000 for the duration of the term. Staff recommends approval of this one-year renewal of the agreement.

FISCAL IMPACT:
Funding of $56,250 is available in the Fiscal Year 2024-25 budget account 001-026-321-519-51-31010, and the

remaining $168,750 will be budgeted in Fiscal Year 2025-26.

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

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

FIRST AMENDMENT TO AGREEMENT FOR ELEVATOR/LIFT PREVENTATIVE MAINTENANCE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR ELEVATOR/LIFT PREVENTATIVE MAINTENANCE SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ORACLE ELEVATOR HOLDCO, INC. D/B/A ORACLE ELEVATOR COMPANY**, a foreign profit corporation duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN: 82-1431166) ("Contractor").

WHEREAS, on September 15, 2023, City and Contractor entered into an Agreement for Elevator/Lift Preventative Maintenance Services (the "Original Agreement"), City of Ocala Contract No. FAC/230355, for a term of two (2) years from July 8, 2023, through July 7, 2025; and

WHEREAS, City and Contractor now desire to renew the Original Agreement for the first of two (2) optional one (1) year renewal periods available under the terms of the Original Agreement.

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

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM**. The Original Agreement is hereby renewed for an additional one (1) year term commencing **JULY 8, 2025**, and terminating **JULY 7, 2026**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for up to **ONE (1)** additional **ONE (1) YEAR** period upon written agreement between the parties.
4. **COMPENSATION.** City shall pay Contractor an amount not to exceed **TWO HUNDRED TWENTY-FIVE THOUSAND, AND NO/100 DOLLARS ($225,000)** over the one (1) year renewal term as full and complete compensation for the timely and satisfactory performance of services in accordance with the Contract Documents.
5. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Oracle Elevator Company
Attention: Harper Smith
7101 Presidents Drive, Suite 265
Orlando, Florida 32809
Phone: 352-745-4787
E-mail: harper.smith@oracleelevator.com

If to City of Ocala:	Daphne M. Robinson, Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

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

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

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

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

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

CITY OF OCALA

_____
Kristen M. Dreyer
Council President

ORACLE ELEVATOR HOLDCO, INC.
D/B/A ORACLE ELEVATOR COMPANY

_____

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

AGREEMENT FOR ELEVATOR/LIFT PREVENTATIVE MAINTENANCE SERVICES

THIS AGREEMENT FOR ELEVATOR/LIFT PREVENTATIVE MAINTENANCE SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ORACLE ELEVATOR HOLDCO, INC. D/B/A ORACLE ELEVATOR COMPANY** a foreign profit corporation duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN: 82-1431166) ("Contractor").

WHEREAS, on March 28, 2023, City issued an Invitation to Bid ("ITB") for the provision of monthly and as-needed preventative maintenance services on elevators and lifts at multiple facilities throughout the City of Ocala to support the City of Ocala Facilities Department, ITB No.: FAC/230355 (the "Solicitation"); and

WHEREAS, two (2) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, Oracle Elevator Company was chosen as an intended awardee for the provision of providing monthly and as-needed preventative maintenance services on elevators and lifts at multiple facilities throughout the City of Ocala ("the Services"); and

WHEREAS, Contractor certifies that Contractor is qualified and possesses the required licensure, skills, and experience to perform the work required for the Services.

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

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   Exhibits to Agreement: The Exhibits to this Agreement are as follows:

   Exhibit A: Scope of Work (A-1 through A-4)

   Exhibit B: Price Proposal (B-1)

   If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.
3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, and permits necessary for Contractor to perform its obligations under this Agreement as set forth the attached **Exhibit A - Scope of Work** and Contract Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** The highest total compensation payable to Contractor by City under this Agreement for the timely and satisfactory performance of services in compliance with the Contract Documents shall be **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory performance

of services to the City over the Term of the Agreement in accordance with the Contract Documents and unit pricing set forth below.

B. **Pricing.** Compensation shall be payable to Contractor based on the pricing set forth in **Exhibit B – Price Proposal** and may only be adjusted by written amendment executed by both parties.

C. **Renewal Pricing Increases.** Pricing shall remain firm and fixed during the Initial Term of this Agreement. Any renewal price adjustment shall be subject to negotiation and must be approved by the City of Ocala. Vendor shall submit a written request for price adjustment identifying the reason for the price increase, and attach suitable documentation in support of same, no less than **NINETY (90) DAYS** prior to the expiration of the then-existing Contract Term. No retroactive price adjustments will be allowed. Pricing increases shall not exceed the lesser of: (i) the amount of the percentage increase reflected in the Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted, based upon the most recent **TWELVE (12) MONTH** period; or (ii) **THREE PERCENT (3%) ANNUALLY** unless there are mitigating market conditions.

D. **Invoice Submission**. Contractor must invoice within **TWENTY-FOUR (24) HOURS** after completing work. Contractor will be given a cover sheet provided by the City. The coversheet must be filled out correctly and submitted with each invoice. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, an Invoice Date and Location of Services. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Facilities Department**, 1805 NE 30th Ave., Bldg. 200 Ocala, Florida 34470 Attn: **John King**, E-Mail: facilities@ocalafl.org Telephone: (352) 401-6993.

E. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

F. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

G. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

H. **Amounts Due to the City**. Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement.

I. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **JULY 8, 2023** and continue for a term of **TWO (2) YEARS**, through and including **JULY 7, 2025**. This Agreement may be renewed for **TWO (2)** additional **ONE-YEAR (1-Year)** periods by written consent between City and Contractor.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure.

   C. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

6. **INSPECTION AND ACCEPTANCE OF THE WORK**. All services, work, and materials provided by Contractor under this Agreement shall be provided under the direction and to the satisfaction and approval of the Project Manager.

   A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials, the rate of progress of the work, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the Services.

   B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or safety precautions or programs incident to Contractor's provision of Services under this Agreement.

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

7. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

      (1) Contractor's performance or workmanship falls below acceptable City or trade standards;

      (2) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

      (3) Contractor provides material that does not meet the specifications of the Agreement;

      (4) Contractor fails to complete the work required within the time stipulated in the Agreement; or

      (5) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

   B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

   C. **City's Remedies Upon Contractor Default**. In the event Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

      (1) City shall be entitled to terminate this Agreement without further notice;

      (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;

      (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and

      (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Contractor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

8. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

9. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

10. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.

B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.

C. Contractor has had an opportunity to visit, has visited, and has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.

D. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

E. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

F. **Disclaimer.** EXCEPT FOR THE LIMITED WARRANTY IN THIS AGREEMENT, CONTRACTOR AND ITS EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS PROVIDE THE SERVICES AND DELIVERABLES ON AN AS-IS AND AS-AVAILABLE BASIS AND MAKE NO OTHER

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND ALSO DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR THE PARTICULAR PURPOSE.

11. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
    A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures, and safety precautions or programs incident thereto.
    C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
    D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
    E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
12. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
13. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
14. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
15. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:
    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and

B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.

C. Policy must include coverage for contractual liability and independent contractors.

D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

16. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**

17. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. Certificates of Insurance. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention:

Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org. Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. Failure to Maintain Coverage. In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.

E. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation policies.

F. Notice of Cancellation of Insurance. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.

G. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

H. Severability of Interests. Contractor shall arrange for its liability insurance to include, or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

18. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;

B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

19. **TRAFFIC CONTROL AND BARRICADES.** Contractor shall mitigate impact on local traffic conditions to all extents possible. Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

20. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

21. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

22. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

23. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.

24. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

25. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City,

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

26. **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.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

27. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

28. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

29. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

30. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

31. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

32. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

33. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

34. **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.

35. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile

transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Oracle Elevator Company Attention: Harper Smith 7101 Presidents Drive, Suite 265 Orlando, Florida 32809 Phone: 352-745-4787 E-mail: harper.smith@oracleelevator.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.org
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.org

36. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

37. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

38. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
39. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
40. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
41. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
42. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
43. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
44. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
45. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
46. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
47. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible

to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on 9/15/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
F82769461C4E4E5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...

William E. Sexton, Esq.
City Attorney

ORACLE ELEVATOR HOLDCO, INC.

DocuSigned by:
Michael A. West
74CC87A4AC07423...

By: Michael A. West
(Printed Name)

Title: Senior Vice President
(Title of Authorized Signatory)

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

BACKGROUND

Contractor shall provide monthly and as-needed preventative maintenance and repair services on elevators and lifts at multiple facilities throughout the City of Ocala supporting the Facilities department.

PROJECT SUMMARY, DELIVERABLES AND HOURS

1. **Project Summary:** Contractor will be required to perform the following services for the City of Ocala:
   - Monthly preventative maintenance on elevators and lifts located throughout the City of Ocala Facilities. All reports must be completed. Inspections shall be scheduled one week in advance.
     - Contractor shall be responsible for providing service maintenance reports for each elevator to City which sets forth all performed repair and maintenance tasks. The service reports must include a log sheet for signature by the certified elevator technician performing the maintenance. The service report shall also include page(s) for documenting all required inspections and tests, as well as all related maintenance, repair, and replacement information. Service reports shall remain on site in the elevator room at all times.
     - Contractor shall document, in writing, the findings of all inspections and preventative maintenance tasks performed for each elevator and lift. A copy of each report must be submitted to the City Project Manager no later than three (3) business days after the performance of an inspection or maintenance. In the event an inspection reveals a safety concern or critical deficiency, Contractor must report the condition to the City Project Manager within two (2) hours of discovery. The term critical deficiency shall be defined as any condition affecting the safety of City personnel, or the public, or as an elevator or lift's inability to function reliably.
   - Repair services as needed
     - Repair calls made by City to Contractor during normal working hours, Contractor shall guarantee a response time of four (4) hours.
     - Repair calls made by City to Contractor outside of normal working hours, Contractor shall guarantee a response time of three (3) hours.
     - Repair calls deemed as an emergency repair made by City to Contractor, Contractor shall guarantee a response time of one (1) hour.
   - Safety testing as required by the current State of Florida elevator safety code.
   - Contractor repair facility must be within 50 miles from the City of Ocala limits.
   - Maintain an inventory of routine parts that are always available. Elevators and lifts shall not be out of service for replacement or repair due to a routine part, no longer than the day of the call for service. Contractor shall be required to retain suppliers capable of providing non-routine parts within two (2) business day of the call for service.
   - Contractor shall exam, lubricate, adjust, calibrate, and repair covered components as needed pursuant to manufacturer's recommendations. Contractor shall be solely responsible for the removal of rust from all components of the elevator system.
2. **Deliverables:** The Contractor shall provide monthly reports of all work in progress. Deliverables must be provided to the City of Ocala Project Manager before payment for such work.

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

3. **Working Hours:** The normal/standard working hours for these Services are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. Contractor shall provide 48-hour advance notice to City Project Manager for work outside normal shift hours. The City may decline the request.

WRITTEN QUOTES

1. The Contractor shall submit a detailed written estimate of the proposed repair services prior to any work being performed by the Contractor. Written quotes shall be submitted within three (3) days of the initial request by the City. The Contractor shall submit an itemized not-to-exceed price, giving a full description of repairs needed.
2. Written quotes shall list the location name and address. The project estimate shall list each and every item per specifications, i.e., items and quantity, and all hardware items used. Each quote shall be submitted to the City Project Manager by email with a clear sketch or drawing (if applicable).

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent Contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must have a visible company name/logo on the outside of the vehicle.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Contractor for the performance of services:
   A. Access to City buildings and facilities to perform the work.
   B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
   C. Provide office facilities for the Contractor, if needed.

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. The Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Installation shall be in compliance with all requirements and instructions of applicable manufacturers.
4. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
5. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
6. Data collected by the Contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
7. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes Word, Excel, PowerPoint, Access, or any other software as specified and approved by City staff.
8. The Contractor shall submit an invoice for completed repairs within 24 hours of work completed.

SUB-CONTRACTORS

1. Contractor must perform a minimum of 70% of the work with their own forces.
2. Services assigned to sub-Contractors must be approved in advance by the City Project Manager.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** The Contractor shall keep the premises free at all times from the accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not be limited to:
   A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonably neat condition.
   B. Work site will be completely cleaned after each day of work.
   C. Contractor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean entire work area as applicable.
   A. All furnishings and equipment shall be placed back in their original locations.
   B. All work areas must be returned to their original condition.

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

C. The Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*

SAFETY

1. The Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-Contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed, or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

WARRANTY

1. Contractor will provide a one-year material and labor warranty from the date of completion, against operational failure caused by defective material or workmanship which occurs during normal use.
2. All manufacturer warranty documentation and owner/operator manuals must be provided before final payment request.

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

Exhibit B - PRICE PROPOSAL

CONTRACT# FAC/230355

Elevetor-Lift Preventative Maintenance and Repoairs

Oracle Elevator

INITIAL CONTRACT TERM PRICING

ITEM	DESCRIPTION	UOM	QTY	UNIT COST
1	Police Department (402 S. Pine Avenue) Two (2) Dover Hydraulic Passenger - Main Lobby Unit 2-Floors Speed - 125	MONTHLY	2	$ 900.00
2	Water Reclamation Facility #3 (3100 SW 67th Avenue) Dover Hydraulic Passenger Main Lobby Unit 2-Floors Speed - 100	MONTHLY	1	$ 900.00
3	Electric Customer Service (201 SW 3rd Street) Schindler Hydraulic Passenger - Main Lobby Unit 2-Floors Speed - 100	MONTHLY	1	$ 900.00
4	Power Plant Business Incubator (405 SE Osceola Avenue) Dover Hydraulic Passenger Main Lobby Unit - 2-Floors Speed - 100	MONTHLY	1	$ 900.00
5	Fleet Department (1805 NE 30th Avenue, Bldg. 200) Access Industrial Wheelchair Lift Main Lobby Unit - 2-Floors	MONTHLY	1	$ 600.00
6	SunTran (1805 NE 30th Avenue, Bldg. 900) Garaventa Genesis Lift	MONTHLY	1	$ 600.00
7	Marion Theater (50 South Magnolia Avenue) **One Lift (Schindler); One Elevator (Miami Elevator)**	MONTHLY	2	$ 750.00
8	Fire Station #6 (5220 SW 50th Court) - Schindler	MONTHLY	1	$ 900.00
9	Discovery Science Center (701 NE Sanchez Avenue) Schindler Hydraulic Passenger Elevator- 2 Floors- Capacity 10000	MONTHLY	1	$ 900.00
10	Parking Garage (298 SE Broadway Street) Hydraulic Passenger Elevator- 3 Floors- Capacity 3000	MONTHLY	1	$ 900.00
11	City Hall (110 SE Watula Avenue) Traction Passenger Elevator- 4 Floors- Capacity 2500	MONTHLY	1	$ 2,400.00
12	Airport - Air Traffic Control Tower (3001 SW 67th Avenue) Mowery Hydraulic - 7 Floors - 2,500 Capacity - Speed - 150	MONTHLY	1	$ 960.00
13	Mary Sue Rich	MONTHLY	1	$ 900.00

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

Additional Pricing			
ITEM	**DESCRIPTION**	**UOM**	**UNIT COST**
14	Repair Service Call - Regular Hours	HOUR	$ 265.00
15	Repair Service Call - After Hours Rate	HOUR	$ 487.50
16	Materials Mark-Up	Percent	$ 15.00

DocuSign

Certificate Of Completion

Envelope Id: 5203601B67804B5B8569FF2860A19ED9
Subject: Elevator Maintenance Services, Oracle Elevator Co. (FAC/230355)
Source Envelope:
Document Pages: 20
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 4
Initials: 0

Status: Completed

Envelope Originator:
Brittany Craven
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
biverson@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
9/11/2023 10:35:50 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Brittany Craven
biverson@ocalafl.org
Pool: StateLocal
Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Michael A. West harper.smith@premier-oracle.com Senior Vice President Security Level: Email, Account Authentication (None)	DocuSigned by: Michael A. West 74CC87A4AC07423... Signature Adoption: Pre-selected Style Using IP Address: 166.205.159.44	Sent: 9/11/2023 10:38:25 AM Resent: 9/11/2023 1:32:47 PM Resent: 9/13/2023 12:00:56 PM Viewed: 9/14/2023 4:33:42 PM Signed: 9/14/2023 6:27:25 PM
Electronic Record and Signature Disclosure: Accepted: 9/12/2023 9:03:26 AM ID: 8b8b01db-bb27-4d24-ac65-d260895f5167		
William E. Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William E. Sexton B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 9/14/2023 6:27:26 PM Viewed: 9/15/2023 9:09:43 AM Signed: 9/15/2023 9:10:00 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 9/15/2023 9:10:02 AM Viewed: 9/15/2023 9:10:53 AM Signed: 9/15/2023 9:17:32 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Angel B. Jacobs ajacobs@ocalafl.gov April 19 City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs F82769461C4E4E5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 9/15/2023 9:17:33 AM Viewed: 9/15/2023 9:19:14 AM Signed: 9/15/2023 9:19:31 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/11/2023 10:38:25 AM
Envelope Updated	Security Checked	9/11/2023 1:32:47 PM
Certified Delivered	Security Checked	9/15/2023 9:19:14 AM
Signing Complete	Security Checked	9/15/2023 9:19:31 AM
Completed	Security Checked	9/15/2023 9:19:31 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Ocala

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Item Details

File Number: 2023-1845

ID #:	2023-1845	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	9	**In Control:**	City Council
				File Created:	09/20/2023
Presented By: :				**Final Action:**	10/17/2023

rmal Title: Approve additional expenditures under the agreement for elevator/lift maintenance services with Oracle Elevator Company for the purchase of a replacement elevator for the Growth Management Department in the amount of $94,948

Internal Notes:

Target Meeting: 10/17/2023

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - Elevator Modernization Agreement and Price Quote - Oracle, 07282023 Exception Approval - Growth Management Elevator, Required Work-by-Others for Modernization, Executed Contract - Elevator Maintenance Services, Oracle Elevator Co. (FAC 230355)

Enactment Number:

:ommendation:

Hearing Date:

Entered by: cguy@ocalafl.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/17/2023	Approved				Pass
			Aye: 5	Council President Mansfield, Council Member Bethea Sr, Pro Tem Dreyer, Council Member Musleh, and Council Member Hilty Sr			

Text of Legislative File 2023-1845

Submitted By: John King
Presentation By: John King
Department: Facilities Management

STAFF RECOMMENDATION (Motion Ready):
Approve additional expenditures under the agreement for elevator/lift maintenance services with Oracle Elevator Company for the purchase of a replacement elevator for the Growth Management Department in the amount of $94,948

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The elevator located in the City's Citizens Service Center, located at 201 SE Third Street, has reached its end of life and needs refurbishment. This public elevator provides access to the Growth Management Department and meets Americans with Disabilities Act accessibility requirements.

FINDINGS AND CONCLUSIONS:
The existing elevator cab shell, platform, doors, and floor will be retained. The obsolete electronic controller, pump unit, drive system, cab cables, lighting, and wiring will be replaced with new ones. All work shall meet or exceed state, local, and ANSI-A17 2016 code requirements for elevators. Staff recommends approval of this repair.

After a competitive solicitation process, the City awarded Contract No. FAC/230355 for elevator/lift preventative maintenance and repair services to Oracle Elevator Company ("Oracle") on June 15, 2023. Pursuant to the contract scope, Oracle provides monthly preventative maintenance services, as needed repair services, and safety testing, and maintains an inventory of routine parts. Expenditures under the maintenance and repair contract were estimated to not exceed $50,000 over the course of the contract's two-year term.

In July 2023 Facilities Department sought a procurement exception to utilize Contract No. FAC/230355 for the refurbishment of the Citizens Service Center elevator at a base cost of $82,680, plus additional fees for expedited service. After considering the replacement was incidental to a repair call made under Oracle's maintenance and repair contract and that Oracle would be the provider of preventative maintenance and repair services through at least the end of the contract term, Procurement and Contracting Department staff granted said exception and found that it would afford the City best value and best serve the City's interests.

FISCAL IMPACT:

Funding for this repair will be allocated to account 001-016-601-515-51-46010.

PROCUREMENT REVIEW:

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

LEGAL REVIEW:

This Agreement has been reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

File #: BR-2025-171 Agenda Item #: 10o.

Submitted By: Judy Wade

Presentation By: Tammi Haslam

Department: Budget

STAFF RECOMMENDATION (Motion Ready):
Adopt Budget Resolution 2025-171 amending the Fiscal Year 2024-25 budget to recognize a General Fund transfer into the Bank Loan Series 2022 debt fund in the amount of $4,226,252

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The adopted Fiscal Year 2024-25 budget included a transfer out of the General Fund to the Bank Loan Series 2022 debt fund. However, the transfer into the debt fund was not appropriated as part of the adopted budget pending final reconciliation at the end of Fiscal Year 2023-24.

FINDINGS AND CONCLUSIONS:
After reconciliation, it was determined that the transfer into the debt fund is appropriate to ensure sufficient funds are available at the beginning of Fiscal Year 2025-26 to support the debt service payment.

FISCAL IMPACT:
$4,226,252 will be recognized in revenue account 265-381-000-000-19-38101 and expense account 265-099-999-513-81-99999.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:

- Approve with amendments

- Deny
- Table

BUDGET RESOLUTION 2025-171

A RESOLUTION AMENDING THE FISCAL YEAR 2024-25 BUDGET TO RECOGNIZE A GENERAL FUND TRANSFER INTO THE BANK LOAN SERIES 2022 DEBT FUND IN THE AMOUNT OF $4,226,252

WHEREAS, the adopted Fiscal Year 2024-25 budget included a transfer out of the General Fund to the Bank Loan Series 2022 debt fund; and

WHEREAS, the transfer into the Bank Loan Series 2022 debt fund was not appropriated as part of the adopted budget pending final reconciliation at the end of Fiscal Year 2023-24; and

WHEREAS, after reconciliation, it was determined that the transfer into the debt fund is appropriate to ensure sufficient funds are available at the beginning of Fiscal Year 2025-26 to support the debt service payment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2024-25 budget be amended as outlined below.

SOURCE:

265-381-000-000-19-38101	Transfer In - General Fund	$4,226,252

USE:

265-099-999-513-81-99999	Reserve for Fund Balance	$4,226,252

This resolution adopted this _____ day of _____, 2025.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Kristen M. Dreyer
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

File #: BR-2025-172 Agenda Item #: 10p.

Submitted By: Tom Duncan

Presentation By: Tom Duncan

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Adopt Budget Resolution 2025-172 amending the Fiscal Year 2024-25 budget to accept and appropriate funding from the Federal Transit Administration in support of the Ocala Marion County public transit system, SunTran, in the amount of $3,938,144

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

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Federal Transit Administration (FTA) annually provides the City of Ocala Section 5307 Urban Area Formula Grants to support Ocala's fixed-route bus service, SunTran. The Ocala City Council held a public hearing on Tuesday, May 6, 2025, to review and receive comments on the Fiscal Year 2024 Section 5307 budget in the amount of $3,938,144. The proposed budget includes matching funds of $900,193 in Toll Revenue Credits from the State of Florida, $168,690 in FDOT operating funds, and $168,690 in local matches and revenue.

The grant includes funding for one 35-foot diesel bus; rebuilding the engine and transmission for three buses; operating expenses, shop equipment; bus stop enhancements, the engineering and design of bus shelters; updating the Transit Development Plan; a Comprehensive Operations Analysis; a required ADA Compliance Services Project; ADA paratransit services; and the capital cost for contracting operating services.

FINDINGS AND CONCLUSIONS:
The Section 5307 FTA funds are necessary to maintain and improve SunTran. The City of Ocala serves as the policy board for SunTran and oversees RATP DEV, the company that manages SunTran's operations.

FISCAL IMPACT:
The FTA 5307 grant ($3,938,144) is awarded to the City to support capital and operating items for SunTran. The 5307 funds will be received in account 494-331-000-000-09-33142 and expended via multiple accounts in

494-050-450/451-544*.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:
- Adopt with Changes
- Table
- Deny

BUDGET RESOLUTION 2025-172

A RESOLUTION AMENDING THE FISCAL YEAR 2024-25 BUDGET TO ACCEPT AND APPROPRIATE FUNDING FROM THE FEDERAL TRANSIT ADMINISTRATION IN SUPPORT OF THE OCALA~MARION COUNTY PUBLIC TRANSIT SYSTEM, SUNTRAN, IN THE AMOUNT OF $3,938,144

WHEREAS, the Federal Transit Administration has awarded the City of Ocala Section 5307 Urban Area Formula Grant funds in the amount of $3,938,144; and

WHEREAS, the State of Florida is providing $900,193 in Toll Revenue Credits as the 20% match to the capital portion of the FTA grant and $168,690 toward the operating match through Public Transportation Grant Agreement (PTGA) G3940; and

WHEREAS, the City of Ocala and Marion County's local matches to this grant were appropriated along with State Block Grant Funding (PTGA G3940) via Budget Resolution 2025-104; and

WHEREAS, the funding will be used for operating and capital expenses in support of SunTran.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2024-25 budget be amended as outlined below to appropriate funding as follows:

Source:		
494-331-000-000-09-33142	FTA Mass Transit Bus	$3,938,144
Use:		
494-050-450-544-54-31010	FTA 5307 CAP Professional Services	$ 726,000
494-050-450-544-54-34010	FTA 5307 CAP Other Services	$1,795,750
494-050-450-544-54-46010	FTA 5307 CAP Repair & Maintenance	$ 289,015
494-050-450-544-54-52010	FTA 5307 CAP Operating Supplies	$ 20,000
494-050-450-544-54-52060	FTA 5307 CAP Equipment $1,000 - $4,999	$ 20,000
494-050-450-544-66-64010	FTA 5307 CAP Equipment $5,000+	$ 750,000

494-050-451-544-54-12020	FTA 5307 OP Salaries	$ 152,250
494-050-451-544-54-15050	FTA 5307 OP Exec Life Insurance	$ 78
494-050-451-544-54-21010	FTA 5307 OP FICA Taxes	$ 11,647
494-050-451-544-54-22012	FTA 5307 OP DC Retirement	$ 12,180
494-050-451-544-54-23010	FTA 5307 OP Life & Health Insurance	$ 23,542
494-050-451-544-54-24010	FTA 5307 OP Workers' Compensation	$ 182
494-050-451-544-54-34010	FTA 5307 OP Other Services	$ 137,500
	Total	$3,938,144

This resolution adopted this _____ day of _____, 2025.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Kristen M. Dreyer
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

DOT FTA

U.S. Department of Transportation **Federal Transit Administration**

Award

Federal Award Identification Number (FAIN)	FL-2025-053
Award with Amendment Number	FL-2025-053-00
Temporary Application Number	1034-2025-1
Award Name	FY 24 Section 5307 Capital and Operating Assistance Grant, City of Ocala FL
Award Status	Active (Executed)
Budget Revisions	0

Period of Performance Start Date	6/26/2025		
Original Period of Performance End Date	3/30/2035		
Current Period of Performance End Date	3/30/2035	Revision #: 0	Approved?: Yes

Budget Period Start Date	6/26/2025
Budget Period End Date	3/30/2035

Part 1: Recipient Information

Name: CITY OF OCALA

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
1034	City	CITY OF OCALA	LSNNNBN7BL45	055947428

Location Type	Address	City	State	Zip
Mailing Address	110 SE WATULA AVE	OCALA	FL	34471
Physical Address	110 SE WATULA AVE	OCALA	FL	34471

Union Information

Union Name	NONE
Address 1	
Address 2	
City	
State	
Zipcode	
Contact Name	NO UNIONS
Telephone	
Fax	
E-mail	
Website	

Part 2: Award Information

Title: FY 24 Section 5307 Capital and Operating Assistance Grant, City of Ocala FL

Award with Amendment Number	Award Status	Award Type	Award Cost Center	Date Created	Last Updated Date	From TEAM?
FL-2025-053-00	Active (Executed)	Grant	Region 4	2/11/2025	2/11/2025	No

Award Executive Summary
The FY2024 application is to request FY2024 Section 5307 funds apportioned to the Ocala UZA, FL in the amount of $3,938,144 to cover capital and operating expenses for the provision of SunTran fixed-route service for the period from 10/01/2024 through 09/30/2029. The non-federal local share is $168, 690 from the City of Ocala and Marion County. The State of Florida is providing $900,193 in Toll Revenue Credits as the 20% match to the capital, and an operating match of $168,690.

The application utilizes funding for capital and operating expenses for the provision of SunTran fixed route bus service and ADA paratransit services. The City expends operating and capital cost of contracting funds for its Type 1 Service Contract with RATP Dev. The operating assistance expenses were determined by reviewing NTD data, our Type 1 Service Contract with RATP Dev, and invoices or other records of payments for SunTran expenses organized by the Department's Fiscal Manager.

This grant will also cover: (1) rebuilding 3 35' bus engines, transmissions, and mechanical-related items; (2) contract maintenance of SunTran's Avail Intelligent Transportation System; (3) funding to cover the capital cost of contracting to ensure that SunTran continues to be maintained at a level necessary to operate a high-quality system for our riders; (4) ADA paratransit service and operating assistance so that we may continue to serve the riding public; (5) the purchase of one 35' diesel bus; (6) the purchase of shop equipment; (7) purchase of security/surveillance equipment; (8) Engineering and Design of bus shelters; (9) TDP Major Update; (10) ADA Compliance Services Project; (11) Comprehensive Operations Analysis; (12) operating expenses to support the function of the SunTran system.

The City of Ocala receives FTA 5307 funds through FDOT, in accordance with FTA procedures for urbanized areas with populations below 200,000. Matching local funds are from the City of Ocala and

Marion County, Florida. FTA funds are also matched using State Transit Block Grant funds and toll revenue credits were used to match FTA funds for capital expenditures. The City of Ocala will follow all 3rd party procurement policies as defined in C4220.1G (Third Party Contracting Guidance). The City of Ocala will ensure contractors procured will not be on the FTA Suspension and Debarment list.

The budget for this grant includes an FTA allocation of $3,938,144 state funding of $168,690, local funding of $168,690, and TDC funding of $900,193.

In addition to FTA's Buy America Act, which requires that the steel, iron, and manufactured goods used in an FTA-funded project is produced in the United States (49 U.S.C. 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirement may apply.

Frequency of Milestone Progress Reports (MPR)
Annual

Frequency of Federal Financial Reports (FFR)
Annual

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?
No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Award Description

Purpose
The purpose of this award is to provide capital and operating funding for Ocala's fixed-route bus service, SunTran.

Activities to be performed:
The funding will cover capital and operating expenses for the provision of SunTran fixed-route service from 10/01/2024 through 09/30/2029. This grant will cover: (1) rebuilding 3 35' bus engines, transmissions, and mechanical-related items; (2) contract maintenance of SunTran's Avail Intelligent Transportation System; (3) funding to cover the capital cost of contracting to ensure that SunTran continues to be maintained at a level necessary to operate a high-quality system for our riders; (4) ADA paratransit service and operating assistance so that we may continue to serve the riding public; (5) the purchase of one 35' diesel bus; (6) the purchase of shop equipment; (7) purchase of security/ surveillance equipment; (8) Engineering and Design of bus shelters; (9) TDP Major Update; (10) ADA Compliance Services Project; (11) Comprehensive Operations Analysis; (12) operating expenses to support the function of the SunTran system.

In addition to FTA's Buy America Act, which requires that the steel, iron, and manufactured goods used in an FTA-funded project is produced in the United States (49 U.S.C. 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirement may apply.

Expected outcomes:
Funding will permit SunTran to make necessary capital improvements to its bus fleet and public access infrastructure; maintain the Intelligent Transportation Systems; continue to provide ADA paratransit services; cover the capital cost of contracting and ADA paratransit services; conduct a major update to the TDP; produce a COA and ADA Services compliance project; provide construction management services for bus shelters and related pedestrian access; and fund operating expenses.

Intended beneficiaries:
The citizens of Ocala / Marion County who utilize the bus services will benefit from the improvements and funding to continue the operation of the buses.

Subrecipient Activities:
None

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Tom	Duncan	Transit Administrator	tduncan@ocalafl.gov	(352) 209-1771

	charles.chiu@dot.gov	General Engineer
	tameka.wimberly@dot.gov	Trans Program Specialist

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$3,938,144
Local			$168,689
Local/In-Kind			$0
State			$168,690
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$900,193
Adjustment			$0
Total Eligible Cost			**$4,275,523**

Award Budget

Project Number		Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
FL-2025-053-01-00	111-00 (111-A2)	BUS - ROLLING STOCK		$990,000.00	$0.00	$990,000.00	4
FL-2025-053-01-00		11.13.02	BUY 35-FT BUS FOR EXPANSION	$750,000.00	$0.00	$750,000.00	1
FL-2025-053-01-00		11.17.00	VEH OVERHAUL (UP TO 20% VEH MAINT)	$240,000.00	$0.00	$240,000.00	3
FL-2025-053-01-00	113-00 (113-A4)	BUS - STATION/STOPS/TERMINALS		$39,382.00	$0.00	$39,382.00	1
FL-2025-053-01-00		11.32.07	ACQUIRE - SURVEIL/ SECURITY EQUIP	$39,382.00	$0.00	$39,382.00	1
FL-2025-	114-00	BUS: SUPPORT EQUIP AND FACILITIES		$40,000.00	$0.00	$40,000.00	1

053-01-00	(114-A3)						
FL-2025-053-01-00		11.42.06	ACQUIRE SHOP EQUIPMENT	$40,000.00	$0.00	$40,000.00	1
FL-2025-053-01-00	116-00 (116-A5)	SIGNAL & COMM EQUIPMENT (BUS)		$49,015.00	$0.00	$49,015.00	1
FL-2025-053-01-00		11.64.02	ANNUAL ITS MAINTENANCE AND LICENSING	$49,015.00	$0.00	$49,015.00	1
FL-2025-053-01-00	117-00 (117-A6)	OTHER CAPITAL ITEMS (BUS)		$1,362,554.00	$0.00	$1,362,554.00	1
FL-2025-053-01-00		11.71.12	CAPITAL COST OF 3RD PARTY CONTRACTING	$1,362,554.00	$0.00	$1,362,554.00	1
FL-2025-053-01-00	119-00 (119-A9)	Bus Associated Transit Improvements		$86,000.00	$0.00	$86,000.00	1
FL-2025-053-01-00		11.91.02	BUS SHELTERS ENGINEERING AND DESIGN	$86,000.00	$0.00	$86,000.00	1
FL-2025-053-01-00	300-00 (300-A8)	OPERATING ASSISTANCE		$337,379.00	$337,379.00	$674,758.00	1
FL-2025-053-01-00		30.09.01	UP TO 50% FEDERAL SHARE	$337,379.00	$337,379.00	$674,758.00	1
FL-2025-053-01-00	442-00 (442-A7)	METROPOLITAN PLANNING		$640,000.00	$0.00	$640,000.00	3
FL-2025-053-01-00		44.23.01	LONGTERM TRANS PLAN - TDP UPDATE	$275,000.00	$0.00	$275,000.00	1
FL-2025-053-01-00		44.26.14	ADA COMPLIANCE SERVICES PROJECT	$215,000.00	$0.00	$215,000.00	1

FL-2025-053-01-00		44.26.14	COMPREHENSIVE OPERATIONS ANALYSIS (COA)	$150,000.00	$0.00	$150,000.00	1
FL-2025-053-02-00	117-00 (117-A1)	OTHER CAPITAL ITEMS (BUS)		$393,814.00	$0.00	$393,814.00	1
FL-2025-053-02-00		11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	$393,814.00	$0.00	$393,814.00	1

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
FL-90-Y296	FL-2025-053-01-00	METROPOLITAN PLANNING	442-00 (442)	A7	120000	Florida	2024.2J.90.91.2	09	Urbanized Area Formula Grants	$640,000	$640,000
FL-90-Y296	FL-2025-053-01-00	OPERATING ASSISTANCE	300-00 (300)	A8	120000	Florida	2024.2J.90.91.2	09	Urbanized Area Formula Grants	$337,379	$337,379
FL-90-Y296	FL-2025-053-01-00	Bus Associated Transit Improvements	119-00 (119)	A9	120000	Florida	2024.2J.90.91.2	09	Urbanized Area Formula Grants	$86,000	$86,000
FL-90-Y296	FL-2025-053-01-00	OTHER CAPITAL ITEMS (BUS)	117-00 (117)	A6	120000	Florida	2024.2J.90.91.2	09	Urbanized Area Formula Grants	$1,362,554	$1,362,554
FL-90-Y296	FL-2025-053-01-00	SIGNAL & COMM EQUIPMENT (BUS)	116-00 (116)	A5	120000	Florida	2024.2J.90.91.2	09	Urbanized Area Formula Grants	$49,015	$49,015
FL-90-Y296	FL-2025-053-01-00	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A3	120000	Florida	2024.2J.90.91.2	09	Urbanized Area Formula Grants	$40,000	$40,000
FL-90-Y296	FL-2025-053-01-00	BUS - STATION/STOPS/TERMINALS	113-00 (113)	A4	120000	Florida	2024.2J.90.91.2	09	Urbanized Area Formula Grants	$39,382	$39,382
FL-90-Y296	FL-2025-053-01-00	BUS - ROLLING STOCK	111-00 (111)	A2	120000	Florida	2024.2J.90.91.2	09	Urbanized Area Formula Grants	$990,000	$990,000

FL-90-Y296	FL-2025-053-02-00	OTHER CAPITAL ITEMS (BUS)	117-00 (117)	A1	120000	Florida	2024.2J.90.91.2	09	Urbanized Area Formula Grants	$393,814	$393,814

Part 3: Project Information

Project Title: Capital and Operating Assistance

Project Number	Temporary Project Number	Date Created	Start Date	End Date
FL-2025-053-01-00	1034-2025-1-P1	2/11/2025	10/18/2021	3/30/2030

Project Description
Operating and Capital funds will be used to cover the operational portion of Sun Tran's fixed route services provided by RATP Dev USA beginning April 1, 2025 through September 30, 2029. It will also pay for other operational expenses such as, but not limited to: staff salaries working on SunTran related activities and grants; fuel for the buses; utilities; phone services; maintenance of the SunTran facility; software and equipment necessary for the operation of SunTran; training of staff; and operating supplies.

Capital activities within this application include: (1) rebuilding 3 35' bus engines, transmissions, and mechanical-related items; (2) contract maintenance of SunTran's Avail Intelligent Transportation System; (3) funding to cover the capital cost of contracting to ensure that SunTran continues to be maintained at a level necessary to operate a high-quality system for our riders; (4) ADA paratransit service and operating assistance so that we may continue to serve the riding public; (5) the purchase of one 35' diesel bus; (6) the purchase of shop equipment; (7) purchase of security/surveillance equipment; (8) Engineering and Design of bus shelters; (9) TDP Major Update; (10) ADA Compliance Services Project; (11) Comprehensive Operations Analysis; (12) operating expenses to support the function of the SunTran system.

This is a Section 5307 Operating and Capital Assistance grant application for fiscal year FY 2024. The total amount applied for within this project is ($3,455,876) representing the 5307 funds available for FY 2024 . The match for the Non-Federal share (20%) will come from State of Florida Department of Transportation toll revenue credits in the amount of ($903,191). The funds will allow the City of Ocala to complete operating and capital assistance projects within the small, urbanized area of Marion County that will enhance and improve service efficiency as well as safety and security for SunTran's riding public and staff. As required under Section 5307 for funds apportioned, the City of Ocala we will apply 1% of these funds to public transportation security projects. The security projects are aligned with ALI 11.32.07 at a total cost of $39,382.

The current Ocala/Marion County TPO Unified Planning Work Program Public Transportation section (pages 26-28) is attached to this application.

Project Benefits
Funding will be used for operating and capital assistance to maintain SunTran system assets in a state of good repair, ensuring reliable service for the citizens of Ocala/Marion County.

Additional Information
The City of Ocala will ensure that companies manufacturing vehicles for federally funded transit projects comply with Disadvantaged Business Enterprise (DBE) regulations under 49 CFR Part 26. Additionally, any third-party contractor must not be listed as suspended or debarred in the System for Award Management (SAM).

Location Description
City of Ocala and Marion County

Project Location (Urbanized Areas)

UZA Code	Area Name
120000	Florida
123650	Ocala, FL

Congressional District Information

District	State
3	Florida
6	Florida

Program Plan Information

STIP/TIP
Date: 9/30/2024
Description: FDOT Fiscal Year (FY) 2024/25-2027/28 Statewide Transportation Improvement Program (STIP) and Statewide Planning Finding

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$3,544,330
Local			$168,689
Local/In-Kind			$0
State			$168,690
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$801,739
Adjustment			$0
Total Eligible Cost			**$3,881,709**

Project Budget

Project Number	Budget Item			FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
FL-2025-053-01-00	111-00 (111-A2)	BUS - ROLLING STOCK		$990,000.00	$0.00	$990,000.00	4
FL-2025-053-01-00		11.13.02	BUY 35-FT BUS FOR EXPANSION	$750,000.00	$0.00	$750,000.00	1
FL-2025-053-01-00		11.17.00	VEH OVERHAUL (UP TO 20% VEH MAINT)	$240,000.00	$0.00	$240,000.00	3
FL-2025-053-01-00	113-00 (113-A4)	BUS - STATION/STOPS/TERMINALS		$39,382.00	$0.00	$39,382.00	1
FL-2025-053-01-00		11.32.07	ACQUIRE - SURVEIL/ SECURITY EQUIP	$39,382.00	$0.00	$39,382.00	1
FL-2025-053-01-00	114-00 (114-A3)	BUS: SUPPORT EQUIP AND FACILITIES		$40,000.00	$0.00	$40,000.00	1
FL-2025-053-01-00		11.42.06	ACQUIRE SHOP EQUIPMENT	$40,000.00	$0.00	$40,000.00	1
FL-2025-053-01-00	116-00 (116-A5)	SIGNAL & COMM EQUIPMENT (BUS)		$49,015.00	$0.00	$49,015.00	1
FL-2025-053-01-00		11.64.02	ANNUAL ITS MAINTENANCE AND LICENSING	$49,015.00	$0.00	$49,015.00	1
FL-2025-053-01-00	117-00 (117-A6)	OTHER CAPITAL ITEMS (BUS)		$1,362,554.00	$0.00	$1,362,554.00	1
FL-2025-053-01-00		11.71.12	CAPITAL COST OF 3RD PARTY CONTRACTING	$1,362,554.00	$0.00	$1,362,554.00	1

FL-2025-053-01-00	119-00 (119-A9)	Bus Associated Transit Improvements		$86,000.00	$0.00	$86,000.00	1
FL-2025-053-01-00		11.91.02	BUS SHELTERS ENGINEERING AND DESIGN	$86,000.00	$0.00	$86,000.00	1
FL-2025-053-01-00	300-00 (300-A8)	OPERATING ASSISTANCE		$337,379.00	$337,379.00	$674,758.00	1
FL-2025-053-01-00		30.09.01	UP TO 50% FEDERAL SHARE	$337,379.00	$337,379.00	$674,758.00	1
FL-2025-053-01-00	442-00 (442-A7)	METROPOLITAN PLANNING		$640,000.00	$0.00	$640,000.00	3
FL-2025-053-01-00		44.23.01	LONGTERM TRANS PLAN - TDP UPDATE	$275,000.00	$0.00	$275,000.00	1
FL-2025-053-01-00		44.26.14	ADA COMPLIANCE SERVICES PROJECT	$215,000.00	$0.00	$215,000.00	1
FL-2025-053-01-00		44.26.14	COMPREHENSIVE OPERATIONS ANALYSIS (COA)	$150,000.00	$0.00	$150,000.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.17.00 - VEH OVERHAUL (UP TO 20% VEH MAINT)

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.17.00	VEH OVERHAUL (UP TO 20% VEH MAINT)	BUS - ROLLING STOCK	3

Extended Budget Description

This project involves the overhaul of three 35-foot diesel fixed-route transit buses in need of mechanical by rebuilding or replacing the engine, transmission, and related components. Each vehicle has exceeded 40% of its useful life, defined by the FTA as 200,000 miles and/or 4.8 years for heavy-duty transit buses. The overhaul is a preventative maintenance strategy intended to help the assets achieve their full FTA-defined useful life of 12 years or 500,000 miles, in accordance with FTA Circular 5010.1F, Chapter IV, Section 4.g.

Vehicles Included:

Bus 42: 2020 Gillig, VIN: 15GGB2713L3195266, Odometer: 234,978 miles
Bus 43: 2020 Gillig, VIN: 15GGB2713L3195267, Odometer: 236,162 miles
Bus 44: 2020 Gillig, VIN: 15GGB2717L3195268, Odometer: 219,289 miles

Federal Share of $240,000 and Non-Federal Share Transportation Development Credit of $60,000 will be used for the vehicle overhaul of three fixed route buses for transmission, engine and related component replacement. The match for the non-Federal share of 20% will come from approved toll revenue credits available through the State of Florida in the amount of $60,000. The overhaul of three vehicles will allow for a cost savings and help ensure the vehicle reaches its useful life in accordance with FTA Circular FTA C 5010.1F Chapter IV 4.g.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Diesel (Particulate Trap)	Used	35'

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$240,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$60,000
Adjustment			$0
Total Eligible Cost			**$240,000**

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	10/1/2025	Issue RFP for mid-life refurbishment.
Contract Award Date	12/1/2025	Award Contract.
Initial Delivery Date	2/2/2026	Deliver first of three buses for mid-life refurbishment.
Final Delivery Date	12/1/2026	Last vehicle delivered for mid-life refurbishment.
Contract Completion Date	2/3/2027	All vehicles refurbished and all invoices paid and closed by this date.

Budget Activity Line Item: 11.91.02 - BUS SHELTERS ENGINEERING AND DESIGN

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
Bus Associated Transit Improvements (119-00)	11.91.02	BUS SHELTERS	ENGINEERING/DESIGN (TRANSIT ENHANCEMENTS)	1

Extended Budget Description
This funding will be used to hire a consultant to design a bus stop shelters throughout our fixed route service area.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$86,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$21,500
Adjustment			$0
Total Eligible Cost			**$86,000**

Milestone Name	Est. Completion Date	Description
Issue RFP	4/15/2028	Issue RFP to select a qualified engineering company to design bus shelters and associated infrastructure.
Start Design	7/15/2028	Evaluate RFPs, select a vendor and begin the design process.
End of Project	4/15/2029	Project completed, design approved and all invoices paid.

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	1

Extended Budget Description
Operating funds will be used to cover the operational portion of SunTran's fixed route services provided by RATP Dev USA beginning July 1, 2025 through June 30 2026. It will also pay for other operational expenses such as, but not limited to: staff salaries working on SunTran related activities and grants; fuel for the buses; utilities, phone services, maintenance of the SunTran facility, software and equipment necessary for the operation of SunTran; training of staff; operating supplies, etc.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$337,379
Local			$168,689
Local/In-Kind			$0
State			$168,690
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$674,758**

Milestone Name	Est. Completion Date	Description
Date the City entered into a contract with RaTP Dev	10/18/2021	Date the City entered into a contract with RATP Dev
Start Date	10/18/2025	The City will begin spending operating assistance funding on October 18, 2025.
End Date	10/17/2026	Operating assistance should be completed by October 17, 2026.

Budget Activity Line Item: 44.26.14 - COMPREHENSIVE OPERATIONS ANALYSIS (COA)

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
METROPOLITAN PLANNING (442-00)	44.26.14	PLANNING FOR TRANSIT SYS MANAGEMENT / OPERATIONS TO INCREASE RIDERSHIP	METROPOLITAN PLANNING	1

Extended Budget Description
SunTran is conducting a Comprehensive Operations Analysis (COA), a critical assessment tool designed to evaluate and enhance the efficiency and effectiveness of transit services. The COA examines key transit characteristics such as ridership patterns, cost efficiency, and service coverage to identify areas of improvement. SunTran's last COA update was conducted in 2015, making it essential to reassess the current operational landscape to ensure the system meets the community's evolving needs.

This report outlines the three main components of the COA: data collection, analysis, and service plan development. The findings will guide strategic transit improvements, optimize resources, and ensure SunTrans adaptability to the citys growth and changing demographics.

This activity is listed on pages 26-28 of the Ocala Marion TPO Unified Planning Work Program.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$150,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$37,500
Adjustment			$0
Total Eligible Cost			**$150,000**

Milestone Name	Est. Completion Date	Description
Issue RFP	10/1/2027	Issue an RFP to select a consultant for the COA
Mid-project Monitor	4/1/2028	Monitor progress of COA
End of Project	10/1/2028	End of CAO project, all invoices paid and implementation timeline established.

Budget Activity Line Item: 44.26.14 - ADA COMPLIANCE SERVICES PROJECT

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
METROPOLITAN PLANNING (442-00)	44.26.14	PLANNING FOR TRANSIT SYS MANAGEMENT / OPERATIONS TO INCREASE RIDERSHIP	METROPOLITAN PLANNING	1

Extended Budget Description
SunTran is conducting a comprehensive study to improve access, security, and operations at approximately 350 bus stops and transfer locations. This initiative aims to enhance accessibility, ensure compliance with the Americans with Disabilities Act (ADA), and optimize service efficiency for SunTran passengers. The study will also update and build upon the findings of the 2013 assessment to reflect current needs and priorities.

This activity is listed on pages 26-28 of the Ocala Marion TPO Unified Planning Work Program.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$215,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$53,750
Adjustment			$0
Total Eligible Cost			**$215,000**

Milestone Name	Est. Completion Date	Description
Issue RFP	1/15/2028	Issue RFP to select a consultant for this project.
Mid-Project Monitor	7/15/2028	Monitor progress of ADA Compliance review.
End of Project	1/15/2029	End of project, all invoices paid and key findings have been reviewed with an implementation plan scheduled.

Budget Activity Line Item: 44.23.01 - LONGTERM TRANS PLAN - TDP UPDATE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
METROPOLITAN PLANNING (442-00)	44.23.01	LONGTERM TRANS PLAN - SYSTEM LEVEL	METROPOLITAN PLANNING	1

Extended Budget Description
In compliance with Florida's Public Transit Block Grant Program, SunTran is required to develop and adopt a 10-year Transit Development Plan (TDP), with major updates every five years and interim annual progress reports. SunTran's most recent major TDP update was completed in 2022, and the next major update is due by March 1, 2028.

This activity is listed on pages 26-28 of the Ocala Marion TPO Unified Planning Work Program.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$275,000
Local			$0
Local/In-Kind			$0

State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$68,750
Adjustment			$0
Total Eligible Cost			**$275,000**

Milestone Name	Est. Completion Date	Description
Issue RFQ/RFP	3/1/2027	Issue RFP/RFQ for major TDP update in accordance with Florida's Public Transit Block Grant requirements.
Mid-Project Monitoring	8/1/2027	Monitor project and assess compliance with 2028 TDP Guidelines.
End of Project	1/15/2028	Completed all requirements for the Major TDP Update and paid all invoices.

Budget Activity Line Item: 11.71.12 - CAPITAL COST OF 3RD PARTY CONTRACTING

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.71.12	CAPITAL COST OF 3RD PARTY CONTRACTING	3RD PARTY CONTRACTS	1

Extended Budget Description
The City has a Type 1 Service Contract with RATP Dev, USA from October 18, 2024 through October 17, 2027. The City is currently in year 4 of the last optional renewal 3 year period, which amounts to $3, 494,497 (34,700 estimated vehicle revenue hours plus an additional estimated $627,930 for Complimentary ADA Services) and year 5 of the contract amounts to $3,667,181 (34,700 estimated vehicle revenue hours plus an additional estimated $645,852 for Complimentary ADA Services) . According to FTA Circular 9050.1A, 40% of the contract is eligible for CCC for 80% federal share. The City receives toll revenue credits for the 20% match; therefore, the entire 40% is eligible for 100% of the federal share. The Capital Cost of Contracting for year 4 is $1,397,799. The City is requesting $1,362, 554 for the Capital Cost of Contracting in this grant application.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$1,362,554
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0

Transportation Development Credit			$340,639
Adjustment			$0
Total Eligible Cost			**$1,362,554**

Milestone Name	Est. Completion Date	Description
Start Date	10/17/2025	Start of Year 5 contract
Mid Contract Monitoring	4/17/2026	Monitor contractor performance.
End Date	9/30/2026	End of year 5 contract

Budget Activity Line Item: 11.64.02 - ANNUAL ITS MAINTENANCE AND LICENSING

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
SIGNAL & COMM EQUIPMENT (BUS) (116-00)	11.64.02	REHAB/RENOV COMMUNICATIONS SYSTEM	REHAB/RENOV-COMMUNICATIONS EQ	1

Extended Budget Description
Avail ITS maintenance, licensing and monitoring services.

In 2015, the city competitively bid and awarded a contract to Avail Technologies for software and hardware to support SunTrans intelligent transportation system (ITS). This system allows riders to track the location of the buses in real-time and provides information about possible route delays/detours; stops are enhanced with automatic stop announcements to provide special accommodations for persons with disabilities. The fare payment system enables the collection, analysis, and reporting of ridership data, helping staff improve bus routes to better serve the public and prioritize the most popular transit stops via the APC system. This ALI will fund ITS system maintenance, licensing and monitoring services.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$49,015
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0

Transportation Development Credit			$12,254
Adjustment			$0
Total Eligible Cost			**$49,015**

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2025	Project Start Date
Mid Contract Monitoring	4/1/2026	Monitor contractor performance.
End Date	9/30/2026	Project end date, all ALI funds should be spent.

Budget Activity Line Item: 11.32.07 - ACQUIRE - SURVEIL/SECURITY EQUIP

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - STATION/STOPS/TERMINALS (113-00)	11.32.07	ACQUIRE - SURVEIL/ SECURITY EQUIP	ACQUISITION - BUS STATIONS/TERMINALS	1

Extended Budget Description
Purchase new security cameras and related security equipment for the new Maintenance Facility located at SunTran, all items are expected to be $10,000 or less in accordance with FTA Circular 5010. 1F.

This ALI will satisfy the application 1% security requirement.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$39,382
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$9,846
Adjustment			$0
Total Eligible Cost			**$39,382**

Milestone Name	Est. Completion Date	Description

Prepare solicitation documents and submit RFQ	9/1/2026	Begin the process of identification and selection of products and vendors.
Award solicitation and begin project.	1/30/2027	Enter into contract with the vendor and begin installation of the security system.
Project End Date	6/1/2027	Project complete and all invoices paid.

Budget Activity Line Item: 11.42.06 - ACQUIRE SHOP EQUIPMENT

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.06	ACQUIRE - SHOP EQUIPMENT	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	1

Extended Budget Description
Purchase miscellaneous shop equipment to maintain the fleet in a state of good repair.

Funds will be used to cover the costs of tools and equipment necessary for preventive maintenance, as defined by the Federal Transit Administration (FTA) as eligible expenses. At this time, SunTran does not anticipate purchasing items exceeding $10,000 in value under this project. Purchases will be in accordance with FTA Circular 5010.1F.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$40,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$10,000
Adjustment			$0
Total Eligible Cost			**$40,000**

Milestone Name	Est. Completion Date	Description
Identify Equipment Needs	10/1/2025	Begin to identify and source equipment needs
Mid-Contract Evaluation of Procurement Needs	6/7/2027	Evaluate equipment needs for second half of the agreement

Funds fully expended and all invoices are paid	3/30/2030	Funds fully spent

Budget Activity Line Item: 11.13.02 - BUY 35-FT BUS FOR EXPANSION

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.13.02	BUY 35-FT BUS FOR EXPANSION	BUY EXPANSION - CAPITAL BUS	1

Extended Budget Description
Purchase one 35' heavy-duty diesel transit bus for fixed route expansion as defined in our TDP. Life expectance is 12 years or 500,000 miles, whichever comes first.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Diesel (Particulate Trap)	New	35'

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$750,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$187,500
Adjustment			$0
Total Eligible Cost			**$750,000**

Milestone Name	Est. Completion Date	Description
Identify and Select Existing FTA Approved Contract	10/1/2025	Select existing FTA Approved and competitively bid contract for the purchase.
City Council Approval	11/18/2025	City Council approval for bus purchase.
Issue Purchase Order	11/28/2025	Issue Purchase Order to selected vendor.
Final Delivery Date	12/31/2026	Estimated delivery date
Contract Completion Date	1/8/2027	Final acceptance of bus and all invoices paid in full.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	5/14/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.13.02	BUY 35-FT BUS FOR EXPANSION	1	$750,000.00	$750,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	5/14/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.06	ACQUIRE SHOP EQUIPMENT	1	$40,000.00	$40,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 05: Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

Date Description	Date
Class IIc CE Approved	5/14/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - STATION/STOPS/TERMINALS (113-00)	11.32.07	ACQUIRE - SURVEIL/ SECURITY EQUIP	1	$39,382.00	$39,382.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	5/14/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
SIGNAL & COMM EQUIPMENT (BUS) (116-00)	11.64.02	ANNUAL ITS MAINTENANCE AND LICENSING	1	$49,015.00	$49,015.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	5/14/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.71.12	CAPITAL COST OF 3RD PARTY CONTRACTING	1	$1,362,554.00	$1,362,554.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	5/14/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
METROPOLITAN PLANNING (442-00)	44.23.01	LONGTERM TRANS PLAN - TDP UPDATE	1	$275,000.00	$275,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	5/14/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
METROPOLITAN PLANNING (442-00)	44.26.14	ADA COMPLIANCE SERVICES PROJECT	1	$215,000.00	$215,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	5/14/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
METROPOLITAN PLANNING (442-00)	44.26.14	COMPREHENSIVE OPERATIONS ANALYSIS (COA)	1	$150,000.00	$150,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project

description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	5/14/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	1	$337,379.00	$674,758.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	5/14/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
Bus Associated Transit Improvements (119-00)	11.91.02	BUS SHELTERS ENGINEERING AND DESIGN	1	$86,000.00	$86,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	5/14/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.17.00	VEH OVERHAUL (UP TO 20% VEH MAINT)	3	$240,000.00	$240,000.00

Project Title: ADA Paratransit Services

Project Number	Temporary Project Number	Date Created	Start Date	End Date
FL-2025-053-02-00	1034-2025-1-P2	2/11/2025	10/1/2025	9/30/2030

Project Description
This project will cover the cost of the ADA paratransit service which compliments the SunTran fixed route system.
The City pays for paratransit services provided by Marion Transit Services and the Center for Independent Living that are contracted through RATP Dev. In accordance with 49 CFR part 37, Subpart F, for grant recipients in compliance with US DOT regulations 49 CFR parts 27, 37 and 38 implementing the transportation provision of the American Disabilities Act of 1990, the City is allowed to use 10% of our annual formula apportionment at the capital project 80/20 federal/local share ratio, to pay for paratransit services. The total FTA funding requested in this grant for ADA paratransit is $393,814 FY 2024. TDC credits in the amount of $98,454 will be used as the 20% match for the ADA.

Project Benefits
ADA allows our disabled riders to use complimentary paratransit transportation who are not able to access the fixed route bus system due to a disability.
Non-fixed route ADA paratransit services provide transportation options for customers who are unable to use the fixed-route bus system. Some of the benefits of ADA paratransit services are flexible scheduling and routing that accommodates the specific needs of transit customers. An additional benefit is ADA paratransit services provide scheduling solutions to a growing demand service and aging population that desires mobility without the risk associated with traditional transit.

Additional Information
None

Location Description
City of Ocala and Marion County

Project Location (Urbanized Areas)

UZA Code	Area Name
120000	Florida
123650	Ocala, FL

Congressional District Information

District	State
3	Florida
6	Florida

Program Plan Information

STIP/TIP
Date: N/A
Description: N/A

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$393,814
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$98,454
Adjustment			$0
Total Eligible Cost			**$393,814**

Project Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
FL-2025-053-02-00	117-00 (117-A1)	OTHER CAPITAL ITEMS (BUS)	$393,814.00	$0.00	$393,814.00	1
FL-2025-053-02-00	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	$393,814.00	$0.00	$393,814.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.7C.00 - NON FIXED ROUTE ADA PARATRANSIT SERVICE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description
Our ADA service offers complimentary paratransit transportation for disabled riders who are unable to access the fixed bus route system due to their disability. ADA Paratransit will be available to SunTran passengers from October 1, 2025, to September 30, 2030.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$393,814
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$98,454
Adjustment			$0
Total Eligible Cost			**$393,814**

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2025	Project state date

Mid Contract Monitoring	6/1/2027	Monitor and evaluate contractor performance.
End Date	9/30/2030	Project completion date and all funds should be applied.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	1	$393,814.00	$393,814.00

Part 4: Fleet Details

Fleet Type: Fixed Route

Fleet Comments
Fleet as of 3/11/2025:
One (1) 2013 Gillig 35' heavy duty bus and one (1) 2019 Ford cut-away identified as inactive: pending disposal.
One (1) 2017 Gillig 35' heavy duty bus
Two (2) 2018 Gillig 35' heavy duty buses
Seven (7) 2020 Gillig 35' heavy duty buses
One (1) 2019 Ford Cutaway 28' medium duty bus

Non-revenue vehicles:
One (1) 2012 Chevy 2500
One (1) 2018 Ford Explorer
Two (2) 2023 Chrysler Voyager
One (1) Toyota Rav4

		Current Value
I.	**Active Fleet**	
	A. Peak Requirement	7
	B. Spares	4
	C. Total (A+B)	11
	D. Spare Ratio (B/A)	57.14%
II.	**Inactive Fleet**	
	A. Other	4
	B. Pending Disposal	2
	C. Total (A+B)	6
III.	**Total (I.C and II.C)**	17

Part 5: FTA Review Comments

Application Review Comments

Comment By	**Tameka Wimberly**
Comment Type	Pre-Award Manager Returns Application
Date	5/15/2025
Comment	Post Award Comments: 1) Please change grant end date to March 30, five (5) years past the last milestone (3/30/2035) 2) 11.71.12 - Since 3rd party contractors will be used, please add one more milestone for when the contract will be awarded (at least three milestone for the ALI with 3rd party contractors). In addition, the latest version of Urbanized Areas Formula Grant Programs Guidance is Circular 9050.1A, instead of 9030.1E. Please correct it. 3) 11.64.02 - Since 3rd party contractors will be used, please add one more milestone for when the contract will be awarded (at least three milestone for the ALI with 3rd party contractors). 4) 11.42.06 - Per the latest version of 5010.1F, please update the capital item threshold to $10,000. It's not either $5,000 or $40,000. 5) 11.14.02 - The latest version is Circular 5010.1F, instead of 5010.1E. Please correct it. In addition, per 5010.1F, Buses to be rebuilt must be at the end of their minimum useful life and in need of major structural and/or mechanical rebuilding. It appears Ocala would like to do the overhauls, which are usually done to make sure rolling stock reaches its useful life. Overhaul does not extend the useful life of rolling stock. This eligibility is in addition to eligibility of rebuilding specifically discussed above in Chapter IV, Section 3.l.(1). For rolling stock to be overhauled, it must have accumulated at least 40 percent of its useful life." Please consider ALI 11.17.00 for the Overhauls. 6) 11.7C.00 - Since 3rd party contractors will be used, please add one more milestone for when the contract will be awarded (at least three milestone for the ALI with 3rd party contractors). Thank you. Charles Chiu 5-15-2025

Pre Award Comments:

Period of Performance: Latest milestone date in the application is 3/30/2030 PoP needs to be revised to reflect this (round to next March 30, then add 5 years).

Executive Summary: Please update to C4220.1G

EBD 44.26.14 This EBD description (for the COA) is the same for description for the ADA Compliance Services project. Was this on purpose?

Please indicate where in the UPWP this plan is mentioned.

EBD 44.26.14 This EBD description (for the ADA Compliance Service project) is the same for description for the COA plan. Was this on purpose?

please indicate where in the UPWP this plan can be found

EBD 44.23.01: please indicate where in the UPWP this plan can be found.

EBD 11.71.12 Please update to 9050.1A

11.71.12 Milestone: If 3rd party contractors are used, please provide min 3 milestones

11.64.02 EBD More information needed about this activity.

11.64.02 Milestone: If 3rd party contractors are used, please provide min 3 milestones

11.32.07 EBD: Needs to be updated to $10K per circular 5010.1F

11.42.06 EBD: Needs to be updated to $10K per circular 5010.1F

11.42.06 Milestones: If 3rd party contractors are used, please provide min 3 milestones

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-33)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(33), http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: CITY OF OCALA

Recipient ID: 1034

UEI: LSNNNBN7BL45

DUNS: 055947428

Award Information

Federal Award Identification Number (FAIN): FL-2025-053

Award with Amendment Number: FL-2025-053-00

Award Name: FY 24 Section 5307 Capital and Operating Assistance Grant, City of Ocala FL

Award Start Date: 6/26/2025

Original Award End Date: 3/30/2035

Current Award End Date: 3/30/2035

Award Executive Summary: The FY2024 application is to request FY2024 Section 5307 funds apportioned to the Ocala UZA, FL in the amount of $3,938,144 to cover capital and operating expenses for the provision of SunTran fixed-route service for the period from 10/01/2024 through 09/30/2029. The non-federal local share is $168,690 from the City of Ocala and Marion County. The State of Florida is providing $900,193 in Toll Revenue Credits as the 20% match to the capital, and an operating match of $168,690.

The application utilizes funding for capital and operating expenses for the provision of SunTran fixed route bus service and ADA paratransit services. The City expends operating and capital cost of contracting funds for its Type 1 Service Contract with RATP Dev. The operating assistance expenses were determined by reviewing NTD data, our Type 1 Service Contract with RATP Dev, and invoices or other records of payments for SunTran expenses organized by the Department's Fiscal Manager.

This grant will also cover: (1) rebuilding 3 35' bus engines, transmissions, and mechanical-related items; (2) contract maintenance of SunTran's Avail Intelligent Transportation System; (3) funding to cover the

capital cost of contracting to ensure that SunTran continues to be maintained at a level necessary to operate a high-quality system for our riders; (4) ADA paratransit service and operating assistance so that we may continue to serve the riding public; (5) the purchase of one 35' diesel bus; (6) the purchase of shop equipment; (7) purchase of security/surveillance equipment; (8) Engineering and Design of bus shelters; (9) TDP Major Update; (10) ADA Compliance Services Project; (11) Comprehensive Operations Analysis; (12) operating expenses to support the function of the SunTran system.

The City of Ocala receives FTA 5307 funds through FDOT, in accordance with FTA procedures for urbanized areas with populations below 200,000. Matching local funds are from the City of Ocala and Marion County, Florida. FTA funds are also matched using State Transit Block Grant funds and toll revenue credits were used to match FTA funds for capital expenditures. The City of Ocala will follow all 3rd party procurement policies as defined in C4220.1G (Third Party Contracting Guidance). The City of Ocala will ensure contractors procured will not be on the FTA Suspension and Debarment list.

The budget for this grant includes an FTA allocation of $3,938,144 state funding of $168,690, local funding of $168,690, and TDC funding of $900,193.

In addition to FTA's Buy America Act, which requires that the steel, iron, and manufactured goods used in an FTA-funded project is produced in the United States (49 U.S.C. 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirement may apply.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: $4,275,523.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $3,938,144.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $337,379.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $3,938,144.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $337,379.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount

5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$3,938,144
Local			$168,689
Local/In-Kind			$0
State			$168,690
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$900,193
Adjustment			$0
Total Eligible Cost			**$4,275,523**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified
DOL Review Date: 6/24/2025
DOL Certification Date: 6/24/2025

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Yvette Taylor
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: yvette.taylor@dot.gov
Award Date: 6/26/2025

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:

(a) Statements,
(b) Representations,
(c) Warranties,
(d) Covenants, and
(e) Materials,

(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Tom Duncan
Transit Administrator
CITY OF OCALA
6/26/2025

File #: 2025-1687 Agenda Item #: 10q.

Submitted By: Richard Dennis

Presentation By: Todd Swanson

Department: Human Resources and Risk Management

STAFF RECOMMENDATION (Motion Ready):
Approve the Fiscal Year 2025-26 property, casualty, liability, and workers' compensation insurance premiums and authorize the Human Resources/Risk Management Director to execute the corresponding insurance policy applications with a projected expenditure of $2,642,504

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Human Resources and Risk Management Department works with its insurance broker, Brown and Brown, to solicit premium renewals for the City's property, general liability, automobile, workers' compensation, and other miscellaneous excess employer insurance policies, as listed below and on the attached spreadsheet. Our broker negotiates with our current carriers and evaluates other competitive carriers. Brown and Brown has reviewed alternative competitive policies, and the most cost-effective and comprehensive policies are recommended for purchase. Our rates and premiums are compared with similar cities and counties in Florida to ensure we receive the most competitive rates available.

FINDINGS AND CONCLUSIONS:
The following agreements and/or renewals are for policies set to expire on September 30, 2025, and are recommendations for the Fiscal Year 2025-26 renewal.

Property

Carrier: Preferred Government Insurance Trust (PGIT) | Premium: $1,340,624. This policy protects physical and permanent structures, as well as their associated indoor and outdoor contents, within a 1,000-foot radius. Claims are paid out on an agreed-upon value (replacement cost, minus a $25,000 deductible).

Inland Marine

Carrier: Preferred Government Insurance Trust (PGIT) | Premium: $33,454. This policy provides physical

damage coverage for mobile equipment (e.g., backhoe) valued at over $25,000 ($25,000 deductible) that is paid out on an agreed-upon value (i.e., the purchase price).

Crime

Carrier: Travelers Casualty & Surety | Premium: $6,419. This policy provides $1,000,000 ($10,000 deductible) in coverage for employee dishonesty, theft, disappearance, and destruction; $250,000 ($5,000 deductible) in coverage for funds transfer, computer fraud; $100,000 ($1,000 deductible) for forgery/alterations; and $250,000 ($10,000 deductible) for social engineering.

General Liability

Carrier: Preferred Government Insurance Trust (PGIT) | Premium: $144,062. This policy provides $1,000,000 ($200,000/$300,000 deductible) in coverage for general liability and law enforcement liability. Premium is based on the City's payroll.

Automobile

Carrier: Preferred Government Insurance Trust (PGIT) | Premium: $203,321. This policy provides physical damage coverage for those vehicles valued at over $100,000 ($25,000 deductible). Fire apparatus are covered at an agreed value (purchase price), and all others are covered at the actual cash value at the time of loss (depreciated value).

Public Officials' Liability

Carrier: Preferred Government Insurance Trust (PGIT) | Premium: $202,763. This policy provides coverage for Public Officials Liability and Employment Practices Liability, with a limit of $1,000,000 ($200,000 self-insured retention).

Cyber Liability

Carrier: Preferred Government Insurance Trust (PGIT) | Premium: $24,052. This policy provides coverage for cyber incident response teams, business interruption loss, contingent business interruption loss, digital data recovery, network extortion, and cyber, privacy, and network security liability.

Excess Workers' Compensation

Carrier: Preferred Government Insurance Trust (PGIT) | Premium: $594,015. This policy provides a statutory limit ($500,000 deductible) in coverage for workers' compensation claims and a $1,000,000 limit ($500,000 deductible) for employer’s liability. Premium is based on the City's estimated payroll.

Pollution Liability

Carrier: Indian Harbor | Premium: $47,093 (two-year premium). The policy provides $1,000,000/$10,000,000 ($100,000 deductible) in coverage for pollution exposure and remediation costs.

Fiduciary Liability

Carrier: Travelers Casualty & Surety | Premium: $16,261. This policy provides a limit of $1,000,000 in coverage for each Pension Board with a $5,000 deductible for each.

AD&D

Carrier: Ace American Insurance Company | Premium: $0. two-year policy 10/1/2024 - 10/1/2026. This policy provides for the accidental death and disability benefits required by Florida Statutes 112.18 and 112.19.

Aviation Liability

Carrier: Global Aerospace | Premium: $2,861. This policy provides a limit of $5,000,000 for premises liability coverage and Hangar Keepers Aircraft coverage of $1,000,000/$2,000,000 ($1,000 Deductible).

Firefighter Cancer Benefit

Carrier: ACE American Insurance Company | Premium: $27,579. This policy provides for the lump sum payout and death benefits required by Florida Statute 112.1816.

FISCAL IMPACT:
Funds will be budgeted in Fiscal Year 2025-26 in accounts 628-099-999-590-81-45010 and 626-099-999-590-81-45010 for a total projected premium of $2,642,504.

PROCUREMENT REVIEW:
These services have been procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
The resulting policy renewals will be reviewed and approved for form and legality by the City Attorney, William Sexton.

ALTERNATIVE:
Have the broker seek additional quotes.

Covered Party:	**City of Ocala**
Effective Date:	**10/1/2025**
Version Date:	**7/15/2025**

Brown & Brown

	2024/2025			2025/2026			Changes in Exposures	
LINE OF COVERAGE	**LIMIT**	**DEDUCTIBLE**	**ANNUAL PREM**	**LIMIT**	**DEDUCTIBLE**	**ANNUAL PREM**	**2024/2025**	**2025/2026**
Property:								
Preferred Governmental Ins Trust	Blanket Option less Lift Stations, Fencing, PITO			Blanket Option less Lift Stations, Fencing, PITO				
Blanket Buildings & Contents	$ 306,705,091	$ 25,000	$ 1,394,698	$ 310,364,933	$ 25,000	$ 1,340,624	Property	
Equipment Breakdown	$ 100,000,000	$ 25,000		$ 100,000,000	$ 25,000			$ 3,659,842
Flood	$ 1,000,000	$ 25,000		$ 1,000,000	$ 25,000		Exposure Difference	1.19%
Earthquake	$ 1,000,000	$ 25,000		$ 1,000,000	$ 25,000			
Terrorism	$ -			$ -				$ (54,074)
Windstorm		5% / min $35,000			5% / min $35,000		Premium Difference	-3.88%
Accounts Receivable	$ 500,000	$ 25,000		$ 500,000	$ 25,000			
Additional Expense	$ 1,000,000	$ 25,000		$ 1,000,000	$ 25,000		24/25 Rate	0.4547
Business Income	$ 1,000,000	$ 25,000		$ 1,000,000	$ 25,000		25/26 Rate	0.4320
Errors & Omissions	$ 250,000	$ 25,000		$ 250,000	$ 25,000			
Demolition & Increased Cost of Construction	$ 1,000,000	$ 25,000		$ 1,000,000	$ 25,000			
Inland Marine:							Inland Marine	
Communications Equipment	Included	$ 25,000	$ 32,910	Included	$ 25,000	$ 33,454	$ 8,799,151	$ 9,416,509
Blanket Unscheduled Inland Marine	$ 1,525,000	$ 25,000		$ 1,525,000	$ 25,000			
Mobile Equipment (Scheduled)	$ 6,834,151	$ 25,000		$ 7,451,509	$ 25,000			$ 617,358
Electronic Data Processing	Included	$ 25,000		Included	$ 25,000		Exposure Difference	7.02%
Emergency Services Portable Equip	Included	$ 25,000		Included	$ 25,000			
Fine Arts	$ 190,000	$ 25,000		$ 190,000	$ 25,000			$ 544
Other Inland Marine	Included	$ 25,000		Included	$ 25,000		Premium Difference	1.65%
Rented Borrowed Leased Equipment	$ 250,000	$ 25,000		$ 250,000	$ 25,000			
Valuable Papers	Included	$ 25,000		Included	$ 25,000			
		Sub-Total	**$ 1,427,608**		**Sub-Total**	**$ 1,374,078**		
Crime:								
Travelers Casualty & Surety	**3 Year Term - Annual Installments**			**3 Year Term - Annual Installments**			**Employees**	**Employees**
Employee Dishonesty	$ 1,000,000	$ 10,000	$ 7,519	$ 1,000,000	$ 10,000	$ 7,519	1062	1062
Theft, Disappearance & Destruction In/Out	$ 1,000,000	$ 10,000		$ 1,000,000	$ 10,000			$ -
Funds Transfer	$ 250,000	$ 5,000		$ 250,000	$ 5,000		Exposure Difference	0.00%
Computer Fraud	$ 250,000	$ 5,000		$ 250,000	$ 5,000			$ -

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

	2024/2025			2025/2026			Changes in Exposures	
LINE OF COVERAGE	**LIMIT**	**DEDUCTIBLE**	**ANNUAL PREM**	**LIMIT**	**DEDUCTIBLE**	**ANNUAL PREM**	**2024/2025**	**2025/2026**
Forgery/Alterations	$ 100,000	$ 1,000		$ 100,000	$ 1,000		Premium Difference	0.00%
Social Engineering	$ 250,000	$ 10,000		$ 250,000	$ 10,000			
		less Commission	$ (1,128)		less Commission	$ (1,128)		
		FIGA Assessment	$ 28		FIGA Assessment	$ 28		
		Sub-Total	**$ 6,419**		**Sub-Total**	**$ 6,419**		

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

	2024/2025			2025/2026			Changes in Exposures	
LINE OF COVERAGE	**LIMIT**	**DEDUCTIBLE**	**ANNUAL PREM**	**LIMIT**	**DEDUCTIBLE**	**ANNUAL PREM**	**2024/2025**	**2025/2026**
General Liability:							**Payroll**	**Payroll**
Preferred Governmental Ins Trust							$67,600,288	$70,786,720
General Liability	$ 1,000,000	$200,000/$300,000	$ 74,745	$ 1,000,000	$200,000/$300,000	$ 82,182		$ 3,186,432
Employee Benefits	$ 1,000,000	Included		$ 1,000,000	Included		Exposure Difference	4.71%
Law Enforcement Liability	$ 1,000,000	$200,000/$300,000	$ 58,936	$ 1,000,000	$200,000/$300,000	$ 61,880		$ 10,381
		196 sworn officers			202 sworn officers		Premium Difference	7.77%
Deadly Weapon Protection	$ 1,000,000	$ -	Included	$ 1,000,000	$ -	Included		
		Sub-Total	**$ 133,681**		**Sub-Total**	**$ 144,062**		
Automobile:								
Preferred Governmental Ins Trust							**Vehicle Values**	**Vehicle Values**
Auto Liability	None			None			$33,815,019	$37,152,235
Uninsured Motorist	Rejected			Rejected				$ 3,337,216
Comprehensive and Collision	Symbol 10,8	$ 25,000	$ 176,284	Symbol 10,8	$ 25,000	$ 203,321	Exposure Difference	9.87%
Hired Physical Damage	$ 35,000			$ 35,000				$ 27,037
	None			None			Premium Difference	15.34%
		Sub-Total	**$ 176,284**		**Sub-Total**	**$ 203,321**		
Public Officials:							**Payroll**	**Payroll**
Preferred Governmental Ins Trust	Please note: Claims Expense & Defense Costs Do Not erode Limit			Please note: Claims Expense & Defense Costs Do Not erode Limit			$85,176,298	$88,282,169
Public Officials Liability	$ 1,000,000	$200,000 SIR	$ 182,104	$ 1,000,000	$200,000 SIR	$ 202,763		$ 3,105,871
Employment Practices Liability	$ 1,000,000	$200,000 SIR	Included	$ 1,000,000	$200,000 SIR	Included	Exposure Difference	3.65%
								$ 20,659
		Sub-Total	**$ 182,104**		**Sub-Total**	**$ 202,763**	Premium Difference	11.34%
Cyber Liability								
Preferred Governmental Ins Trust	**2,000,000 annual aggregate**			**2,000,000 annual aggregate**				
			$ 21,865			$ 24,052		$ 2,187
		Sub-Total	**$ 21,865**		**Sub-Total**	**$ 24,052**	Premium Difference	10.00%
Excess Workers' Compensation:							**Payroll**	**Payroll**
Preferred Governmental Ins Trust	24/25 Payroll: $85,176,298			25/26 Payroll: $88,282,169			$85,176,298	$88,282,169
							Exposure Difference	$3,105,871
Workers' Compensation	Statutory	$ 500,000	$ 476,638	Statutory	$ 500,000	$ 494,015		3.65%
Employers Liability	$1m/$1m/$1m	$ 500,000		$1m/$1m/$1m	$ 500,000			$ 117,377
							Premium Difference	
24-25 WC Payroll Audit Estimate				24-25 WC Payroll Audit Estimate		$ 100,000		
		Sub-Total	**$ 476,638**		**Sub-Total**	**$ 594,015**		24.63%

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

	2024/2025			2025/2026			Changes in Exposures	
LINE OF COVERAGE	**LIMIT**	**DEDUCTIBLE**	**ANNUAL PREM**	**LIMIT**	**DEDUCTIBLE**	**ANNUAL PREM**	**2024/2025**	**2025/2026**
Pollution:	**Two Year Prepaid Policy**			**Two Year Prepaid Policy**				
Indian Harbor								
Pollution/Aggregate	$1,000,000/$10,000,000	$ 100,000	Nothing due at this time	$1,000,000/$10,000,000	$ 100,000	$ 47,093	$ 44,850	$ 47,093
		Sub-Total	**$ -**		**Sub-Total**	**$ 47,093**		
Fiduciary:				**3 Year Policy Term - Annual Installments**				
Travelers Casualty & Surety								
General Employees	$ 1,000,000	$ 5,000	$ 7,632	$ 1,000,000	$ 5,000	$ 8,130		
Pending or Prior Date: 10/1/2009		less Commission	$ (1,145)		less Commission	$ (1,220)		
		FIGA Assessment	$ 76		FIGA Assessment	$ -		
Police	$ 1,000,000	$ 5,000	$ 5,283	$ 1,000,000	$ 5,000	$ 6,083		
Pending or Prior Date: 10/1/2009		less Commission	$ (792)		less Commission	$ (912)		
		FIGA Assessment	$ 53		FIGA Assessment	$ -		
Firefighters	$ 1,000,000	$ 5,000	$ 4,653	$ 1,000,000	$ 5,000	$ 4,917		
Pending or Prior Date: 10/1/2009		less Commission	$ (698)		less Commission	$ (738)		
		FIGA Assessment	$ 47		FIGA Assessment	$ -	Premium Difference	$ 1,152
		Sub-Total	**$ 15,108**		**Sub-Total**	**$ 16,261**		7.62%
AD&D:								
ACE American Insurance Co	**Two Year Policy- 10/01/2024 - 10/01/2026**			**Two Year Policy- 10/01/2024 - 10/01/2026**				
	Statutory		$ 24,075	Statutory		Prepaid		
							Premium Difference	$ (24,075)
		Sub-Total	**$ 24,075**		**Sub-Total**	**$ -**		-100.00%
Aviation:								
Global Aerospace	**Three Year Term 2023-2026 Annual Installments**			**Three Year Term 2023-2026 Annual Installments**				
Premises Liability	$ 5,000,000		$ 2,830	$ 5,000,000		$ 2,830		
Hangarkeepers Aircraft/Occurrence	$1,000,000/$2,000,000	$ 1,000		$1,000,000/$2,000,000	$ 1,000			
		FIGA Assessment	$ 31		FIGA Assessment	$ 31	Premium Difference	$ -
			$ 2,861			**$ 2,861**		0.00%
Firefighter Cancer Benefit:								
ACE American Insurance Co								
Diagnosis Cancer Benefit	$ 25,000	**$ -**	$ 24,777	$ 25,000	**$ -**	$ 27,579		
Cancer Death Benefit	$ 75,000	$ -		$ 75,000	$ -			
							Premium Difference	$ 2,802
			$ 24,777			**$ 27,579**		11.31%

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

	2024/2025			2025/2026			Changes in Exposures	
LINE OF COVERAGE	LIMIT	DEDUCTIBLE	ANNUAL PREM	LIMIT	DEDUCTIBLE	ANNUAL PREM	2024/2025	2025/2026
TOTAL PREMIUM			$ 2,491,421			$ 2,642,504		

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

File #: 2025-1623 Agenda Item #: 17a.

Submitted By: Megan Dugan

Department: Procurement and Contracting

STAFF REPORT:
Executed Contracts Under $50,000

BACKGROUND:
Executed between June 23, 2025, and July 6, 2025.

EXECUTED CONTRACTS UNDER $50,000

Contract	Contractor	Description	Amount
CDS/250340B	Central Florida Equity Builders, LLC	Agreement SHIP/HOME/CDBG Housing Roof Replacement	Amend Performace Time
ELE/250749	Florida Municipal Power Agency	Master Services Agreement	No Cost
ELE/250762	Justin Grammont	Solar Agreement	Solar
ELE/250763	James Noland	Solar Agreement	Solar
GRM/250661	Tyrek Studivant	Agreement for Artwork Loan and Display	No Cost
HUM/14-005	Parilla & Associates, Inc.	Comprehensive Job Classification & Compensation Study	NTE $23,000
OFR/250699	Lighthouse Uniform Company	Cooperative Purchasing Agreement Class A Uniforms	NTE $15,000
OPD/230540	Squeekie Klean Landscaping, LLC	Grounds Maintenance Services	Renewal
OPD/250672	Panama City Police Department	Memorandum of Understanding Traffic and Criminal Software	No Cost
OPD/250718	CaseGuard	Annual Subscription Agreement	$22,725
PWD/240103	Pure Cuts Lawn and Maintenance	Ground Maintenance Services	Amend Service Location/Pricing

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

COOPERATIVE PURCHASING AGREEMENT FOR SUPPLY OF CLASS A UNIFORMS

THIS COOPERATIVE PURCHASING AGREEMENT FOR SUPPLY OF CLASS A UNIFORMS ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **LIGHTHOUSE UNIFORM COMPANY**, a for-profit corporation duly organized in the state of Washington and authorized to do business in the state of Florida (EIN: 91-1103517) ("Vendor").

WHEREAS, after a competitive procurement process, the City of Amarillo entered into a contract with Lighthouse Uniform Company for the supply of Class A uniforms, contract number SCON-00000122 (the "City of Amarillo Agreement"); and

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

WHEREAS, City desires to purchase labor, services, and materials for the provision of Class A uniforms pursuant to essentially the same terms and conditions provided under the City of Amarillo Agreement as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Vendor agrees to extend the terms, conditions, and pricing of the City of Amarillo Agreement to the City of Ocala, subject to the terms and conditions of the Piggyback Agreement.

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

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:
   A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for supply of Class A uniforms as it may from time to time be amended or modified pursuant to its terms and provisions.
   B. **City of Amarillo Agreement:** shall mean the Agreement for supply of Class A uniforms between the City of Amarillo and Lighthouse Uniform Company, and its exhibits, as amended and attached hereto as **Exhibit A – City of Amarillo Agreement.**
3. **INCORPORATION OF CITY OF AMARILLO AGREEMENT.** The City of Amarillo Agreement attached hereto as Exhibit A is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the City of Amarillo Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.
4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Vendor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the

Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

Exhibits to Agreement: The Exhibits to this Agreement are as follows:

A. Exhibit A: City of Amarillo Agreement (A-1 through A-21)

5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the City of Amarillo Agreement are modified and replaced, in their entirety, as follows:

A. The terms "City of Amarillo," or "City" shall be replaced and intended to refer to the "City of Ocala."

B. **COMPENSATION.** City shall pay Vendor a price not to exceed the maximum limiting amount of **FIFTEEN THOUSAND AND NO/100 DOLLARS ($15,000)** over the contract term for the performance of the work and in accordance with the contract documents based on the most current prices set forth in **Exhibit A – City of Amarillo Agreement**.

C. **TIME FOR PERFORMANCE.** This Agreement shall become effective and commence on **APRIL 26, 2025** and continue through and including **APRIL 25, 2026**.

D. **Invoice Submission**. All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Fire Rescue Department**, Attn: **Amy Johnson**, Address: **505 NW Martin Luther King Jr. Avenue, Ocala, Florida 34475**, E-Mail: ajohnson@ocalafl.gov, Office: (352)629-8339.

E. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

F. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

G. **Excess Funds**. If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

H. **Amounts Due to the City.** Vendor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

I. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax

to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

6. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:

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

   B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

   D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

7. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

8. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

9. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same.

Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

10. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
11. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
12. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
13. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
14. **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.
15. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

If to Vendor:	Lighthouse Uniform Company Attention: Ben Meyerson 1532 15th Avenue West Seattle, Washington 98119 Phone: 206-282-5600 Ext. 103 E-mail: bmeyerson@lighthouseuniform.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

16. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

17. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

18. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
19. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
20. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
21. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
22. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
23. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
24. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
25. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
26. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
27. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations,

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on 6/24/2025.

ATTEST:

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

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by: Peter Lee
5BB28E162F2E4C2...

Peter Lee
City Manager

Approved as to form and legality:

Signed by: William E. Sexton
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

LIGHTHOUSE UNIFORM COMPANY

DocuSigned by: Ben Meyerson
AA209621BABD4D0...

By: Ben Meyerson
(Printed Name)

Title: Secretary
(Title of Authorized Signatory)

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

CITY OF AMARILLO® PURCHASING

April 10, 2025

Lighthouse Uniform
Attn: Ben Meyerson
1532 15th Ave West
Seattle WA 98119

Re: NEW Contract # SCON-00000122
(Bid No. 7025) Amarillo Fire Dept Class A Uniforms- Annual Contract
04/26/2025 thru 04/25/2026

Total Amount: $ 20,797.50

Dear Vendor,

The City of Amarillo would like to inform you of the renewal of **NEW Contract # SCON-00000122** (Bid No. 7025) **Amarillo Fire Department Class A Uniforms- Annual Contract** with the City of Amarillo for an additional year as allowed by the contract now in effect.

Please notate this new contract # on all invoices and correspondence. Renewal of the contract will begin 04/262024.

You will be contacted as materials or services are needed.

Sincerely,

Michael Lindley
Purchasing Manager
City of Amarillo

CC: Fire Department

601 S. BUCHANAN ST. | P.O. BOX 1971 | AMARILLO, TEXAS 79105-1971 | (806)378-3028 | FAX (806)378-9494 | TDD (806)378-4229

RENEWAL AWARD LETTER -SCON-00000122 (7025) AFD CLASS A UNIFORMS- ANNUAL CONTRACT

Final Audit Report 2025-04-10

Created:	2025-04-10
By:	Judi Owens (judi.owens@amarillo.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAj8w99uNKT2iETynDGx_CoStzPgIJNSPM

"RENEWAL AWARD LETTER -SCON-00000122 (7025) AFD CLASS A UNIFORMS- ANNUAL CONTRACT" History

Document created by Judi Owens (judi.owens@amarillo.gov)
2025-04-10 - 5:01:11 PM GMT

Document emailed to Michael Lindley (Michael.Lindley@amarillo.gov) for signature
2025-04-10 - 5:01:39 PM GMT

Email viewed by Michael Lindley (Michael.Lindley@amarillo.gov)
2025-04-10 - 5:38:40 PM GMT

Document e-signed by Michael Lindley (Michael.Lindley@amarillo.gov)
Signature Date: 2025-04-10 - 5:39:46 PM GMT - Time Source: server

Agreement completed.
2025-04-10 - 5:39:46 PM GMT

Adobe Acrobat Sign

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

X

R5643530

City of Amarillo

INVITATION FOR BIDS

Quote Number 7025

AMARILLO FIRE DEPT. CLASS "A"
UNIFORM - ANNUAL CONTRACT

MAILING ADDRESS:
City of Amarillo
Purchasing Department
P.O.Box 1971
Amarillo Texas 79105-1971

STREET ADDRESS:
601 S. Buchanan, Room 307
Amarillo, Texas 79101
(806) 378-3028

DATE ISSUED: 04/12/2021

BIDS OPEN:
04/15/2021 4:00 PM

NO BID ACCEPTED AFTER THIS TIME

In order to be considered, responses must be received in the City of Amarillo Purchasing Office 601 S. Buchanan Street, Rm. 307, Amarillo, TX 79 before the designated due date and time stated.

LIGHTHOUSE UNIFORM
1532 15TH AVENUE WEST
SEATTLE WA 98119

Please quote us prices for the item(s) on the attached bid sheet(s). The right is reserved to accept or reject all or any part of your offer and to accept the offer the City Council considers to be the lowest responsible bid. By submitting this bid, the undersigned hereby certifies that said bid has been independently arrived at and that price, terms or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the bidder to any other bidder or competitor. Bids are to be returned in an envelope and your envelope must clearly indicate that a bid is enclosed and reflect bid number.

GENERAL CONDITIONS OF BIDDING - READ CAREFULLY

1. **ALL BIDS MUST BE QUOTED F.O.B. DESTINATION.**
2. Show unit prices, extensions, and total bid. In case of discrepancy between unit price and the extension, the unit price will be taken.
3. State on face of bid exactly what you are furnishing (brand or manufacturer's name).
4. Any catalog or manufacter's reference in this quotation is descriptive, but not restrictive, and is used only to indicate type and grade, unless otherwise specified.
5. **NOTE:** The City of Amarillo is exempt from all Federal Excise and State Taxes. DO NOT include tax in your bid price or invoice. The Purchase Order issued to the successful bidder contains the required statute to be filed as a tax exemption certificate.
6. The City of Amarillo reserves the right to accept or reject any or all bids or parts of bids and to waive any formalities and technicalities.
7. If your bid is figured on an "ALL OR NONE" basis, please so state. The City reserves the right to award a bid on this basis. In order to be considered on an all or none basis, bidder is responsible for submitting pricing for all items on the bid.
8. Cash discounts will be figured from date complete shipment of order is received, or date invoice is received by the Purchasing Department, whichever is later. Purchase Order Number must appear on all invoices and delivery tickets. Send Invoice to mailing address listed at the top of this page.
9. Payment for the material will be made after complete shipment and the entire order has been received by the City, and after the using department has certified receipt of the material and verified that the material is in accordance with the bid submitted.
10. **THIS BID MUST BE SIGNED IN THE SPACE PROVIDED BELOW TO BE CONSIDERED.**
11. **THIS BID MUST BE SUBMITTED ON THE ATTACHED BID SHEETS.**

The undersigned hereby offers to furnish and deliver the articles or services as specified on the attached bid sheets at the prices and terms therein stated and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer.

Delivery or completion time: 8 week standard ship
Terms (State Discount if Offered):
Name of Business: Lighthouse uniform Co.
By: Ben Kly
Authorized Representative - Signed by Hand
Business Telephone: 206-282-5600
By: Ben Meyerson
Authorized Representative - Typed or Printed
Toll Free Number: 800-426-5225
Fax Number: 206-282-5662
Email: bmeyerson@lighthouseuniform.com
Remit Address if different fom above:

(THIS BID IS VALID FOR 90 DAYS UNLESS OTHERWISE STATED)

04/13/2021 TUE 15:09 [JOB NO. 5949] 003

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

ADDITIONAL BIDDING INSTRUCTIONS

1. **Bid Preparations**
   a. Each bidder is expected to carefully examine the invitation, specifications and all bidding instructions and conditions. Failure to do so will be at the bidder's risk. If clarification is needed regarding the meaning or intent of any part of the invitation to bid and the bidder feels the oral explanation is contrary to the information in the bid documents, then the bidder should demand a written confirmation. Oral explanations or instructions given before the bid opening will not be binding.

   b. Each bidder is to furnish the information requested. Alternate commodities or services, trade-ins, etc., will be considered only if asked for on the invitation.

   c. EACH BID MUST BE SIGNED ON THE FIRST PAGE OF THE INVITATION. THIS BID MUST BE SIGNED TO BE CONSIDERED. The bidding firm will be responsible for assuring that only authorized persons sign bids.

   d. Bids submitted on other than the attached bid sheets or with different terms or provisions will not be considered as responsible bids. Bidders are invited to attach any additional information, but we will give first consideration to the information on our bid sheets, in the format we requested.

2. **Modification or Withdrawal of Bids**
   Bids may be withdrawn or modified by written notice received by the Purchasing Department prior to the exact hour of the bid opening. A bid may also be withdrawn in person if the identity of the person can be established and a receipt is signed for the bid. No bid can be withdrawn or modified after the exact hour designated for the bid opening.

3. **Bid Bonds**
   a. When a bid calls for a Bid Bond, that Bond must be present along with the other bid documents at the time of the bid opening. A cashier's check or certified check issued by a bank satisfactory to the owner is acceptable in lieu of a Bid Bond. Personal or Company checks are not acceptable. Bids without bond or check will not be considered.

   b. Checks posted by unsuccessful bidders will be returned after the contract has been properly executed. Checks will be returned by certified mail or may be picked up by a properly identified person after signing a receipt.

4. **Inspection by Bidders**
   If the bid requires alteration to any building or land and detailed specifications are or are not provided, each bidder is expected to visit the site and be responsible for identifying any part(s) of the specifications that are not adequately defined. If an addendum to the Bid Invitation is required it will be necessary to advise all prospective bidders, and it may be necessary to delay the bid opening.

5. **Bid must be submitted on the attached bid sheets. Bids submitted on any other form will not be considered.**

6. **The City reserves the right to postpone a scheduled bid opening if only one bid is received.**

SPECIAL BIDDING INSTRUCTIONS

BIDS MAY BE MAILED TO THE ADDRESS LISTED ON PAGE 1, OR FAXED TO: (806) 378-9494.

AN ALTERNATE BID MUST STAND ALONE, BE RECEIVED IN A SEPARATE ENVELOPE THAT IS SEALED AND CONTAIN ALL THE REQUIRED BID DOCUMENTATION AND ADDENDUMS AS THE ORIGINAL BID REQUIRES.

Per the terms of Chapter 176 of the Local Government Code, should any vendor be awarded all or any part of the goods or services on which this Bid or Proposal solicits a return, then it is the vendor's sole responsibility to provide the City of Amarillo, with an updated Conflict of Interest Questionnaire, Form CIQ. The vendor must file the updated

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

vendor that funds have not been appropriated by the City Council at the earliest possible time and this agreement will terminate or be reduced at the beginning of the fiscal year for which no funds or reduced funds have been appropriated by the City Council. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination or reduction under this section. This provision shall not be construed so as to permit the City to terminate or reduce this agreement in order to purchase, lease or rent similar equipment from another entity.

PLEASE INCLUDE DESCRIPTIVE LITERATURE ON ANY ITEM BID.

ALL PRICES OFFERED HEREIN SHALL BE FIRM AGAINST ANY INCREASE FOR THE INITIAL TERM OF THE CONTRACT. AT LEAST SIXTY (60) DAYS PRIOR TO COMMENCEMENT OF SUBSEQUENT RENEWAL TERMS, THE CITY MAY CONSIDER A REQUEST FOR PRICE ADJUSTMENTS. ALL REQUEST FOR PRICE ADJUSTMENTS WILL BE WRITTEN AND INCLUDE DOCUMENTATION THAT SUBSTANTIATES ADDITIONAL COST. SUCH ADJUSTMENTS MUST BE ACCEPTABLE TO BOTH PARTIES OF THE ITEM(S) IN QUESTION. **PLEASE CONTACT THE PURCHASING DEPARTMENT AT 806/378-3028 FOR THE PROCEDURES FOR RECOMMENDING COST INCREASE REQUESTS.**

QUANTITIES ARE ESTIMATES BASED ON PAST USE AND FORECAST OF ANTICIPATED FUTURE NEEDS. VARIANCE MAY BE AS MUCH AS 25% DECREASE OR INCREASE IN ACTUAL USE.

THIS IS A ONE (1) YEAR CONTRACT WITH OPTIONS TO RENEW FOR FOUR (4) ADDITIONAL ONE (1) YEAR PERIODS, IF AGREEABLE BY BOTH PARTIES.

NOTICE. . . NOTICE UNIT OF MEASURE WARNING***

WHEN SUBMITTING A RESPONSE TO THIS BID YOU MUST SUBMIT YOUR BID WITH A UNIT PRICE IN THE UNIT OF MEASURE AS SHOWN ON THE BID SHEET FOR YOUR BID TO BE CONSIDERED. IT DOESN'T MATTER IF THE EXTENDED PRICE IS CORRECT IF THE UNIT PRICE IS SUBMITTED INCORRECTLY THE BID WILL BE DEEMED AS NON-RESPONSIVE FOR THAT ITEM. IF THE ITEM IS PART OF A LOT THEN THE LOT WILL BE DEEMED UNRESPONSIVE.

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

form within 7 days after learning that a prior filing (if any) is no longer accurate. This form and the names of the City Council Members, Mayor, City Manager, Deputy City Manager, and Assistant City Manager is available on the City's website located at www.amarillo.gov

INDEBTEDNESS TO THE CITY OF AMARILLO:
PER CITY ORDINANCE NO. 6706, THE CITY OF AMARILLO WILL NOT AWARDA BID OR CONTRACT TO VENDORS WHO ARE DELINQUENT IN THE INDEBTEDNESS TO THIS CITY.

QUESTIONS, CLARIFICATIONS AND CORRESPONDENCE:
All questions and requests for clarification must be submitted to the Purchasing Agent in writing and will be answered by the Purchasing Agent in writing. No questions will be accepted or answered verbally. Except as provided in this section, upon issuance of this RFP, RFQ, or Bid vendors are specifically directed not to contact other City personnel, to include any Engineers or Architects and anyone other that purchasing personnel for answers to questions, clarifications, meeting, conferences, or technical discussions or anything else related to this RFP, RFQ, or Bid. Failure to strictly abide by this policy may result in the immediate disqualification of the vendor from this and other bidding opportunities.

Exempted from the no contact rule is the Pre-bid meeting, to which all of the registered vendors are invited. Pre-bid meetings can be either mandatory or non-mandatory. All questions presented at a Pre-bid meeting will be addressed in an aggregrated Question and Answer document that will then be provided to all vendors at the same time.

If the answers do not change the information published in the original documents, they will be sent a clarification only. If the answers do change the information published in the original documents, they will be sent an addendum. Addendums require signed acknowledgement of receipt of the addendum by signed and submitted with the response to the RFP, RFQ, or Bid.

It is the responsibility of the respondent to verify if any addendum(s) or clarification(s) have been issued and to make sure the respondent has

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

received all copies. Contact the Purchasing Department at 806-378-3028 to verify this information. Respondents may also go to www.publicpurchase.comand register as a vendor with the City of Amarillo and to download a copy of the addendum or any other bidding documents. Addendums and clarifications will be posted to the public purchase website. If a vendor is not registered with public purchase, then all bidding documents will need to be requested through the City of Amarillo Purchasing Office by emailing purchasing2@amarillo.gov. For vendors that receive copies of bids and correspondence through the purchasing office, addendums and clarifications may be mailed or emailed to the vendor' s contact information we have on file. It is the vendor' s responsibility to keep their company' s information updated with the public purchase website as well as with the City of Amarillo. If an addendum(s) or clarification(s) is not able to be mailed or emailed due to size or for any other reason, then registered respondents may be called and asked if they would like to pick up a copy from the Purchasing Department. Vendors may submit signed addendums to the City by emailing purchasing2@amarillo.gov or by mailing them to the City of Amarillo Purchasing Department.

All questions must be submitted at least 10 days prior to the bid due date. All questions will be answered at least 7 days prior to the bid due date. If the questions cannot be fully answered by that time then, the opening date of the bid will be extended by amendment to allow sufficient time for all questions to be answered and those answers to be provided to all registered vendors.

Submit your questions to:

purchasing2@amarillo.gov

BIDDER MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS BY ACKNOWLEDGING ON BID FORM WHERE PROVIDED AND OR BY RETURNING THE SIGNATURE PAGE OF THE ADDENDUM. ALL ADDENDUMS MUST BE ACKNOWLEDGED AND RECEIVED BY THE BID OPENING DATE AND TIME IN ORDER FOR THE BID TO BE CONSIDERED.

Addendums #1 Acknowledged _____(Signature)

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

City of Amarillo
INVITATION FOR BIDS
Quote Number 7025
AMARILLO FIRE DEPT. CLASS "A"
UNIFORM - ANNUAL CONTRACT

Addendums #2 Acknowledged_____(Signature)
Addendums #3 Acknowledged_____(Signature)
Addendums #4 Acknowledged_____(Signature)
Addendums #5 Acknowledged_____(Signature)

NO AWARDTO DEBARRED OR SUSPENDED VENDOR'S ASSURANCE FORM. PLEASE RETURN SIGNED FORM WITH YOUR BID.

24 HOUR CONTACT INFORMATION
The City of Amarillo operates on a twenty-four-hour basis. In order to be prepared for emergencies, please provide your company' s contact information for after-hours contact.

CONTACT NAME Ben Meyerson

AFTER HOURS TELEPHONE NUMBER: 206 282-5600 option 4

COOPERATIVE PURCHASING
The contract resulting form this solicitation will be available for use by all governmental entities, providing there is no conflict with any applicable statutes, rules, policies, or procedures. The governmental entities will have the option to use the pricing as agreed to within the resulting contract.

Governmental entities will issue their internal purchase orders directly to the contractor(s), however, shall reference and cite the City of Amarillo contract number (Solicitation number) within the purchase order document.

FUNDING OUT CLAUSE
Notwithstanding any contrary provision of this agreement, each payment obligation of the City created by this agreement is conditioned upon the availability of funds that are appropriated or allocated by the Amarillo City Council for the payment of the product of functionally similar products. If sufficient funds are not allocated and available for any subsequent fiscal year (October 1 to September 30) during the term of this agreement, the City may terminate this agreement or reduce its obligation to match the appropriated funding. The City shall notify the

Docusian Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

vendor that funds have not been appropriated by the City Council at the earliest possible time and this agreement will terminate or be reduced at the beginning of the fiscal year for which no funds or reduced funds have been appropriated by the City Council. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination or reduction under this section. This provision shall not be construed so as to permit the City to terminate or reduce this agreement in order to purchase, lease or rent similar equipment from another entity.

PLEASE INCLUDE DESCRIPTIVE LITERATURE ON ANY ITEM BID.

ALL PRICES OFFERED HEREIN SHALL BE FIRM AGAINST ANY INCREASE FOR THE INITIAL TERM OF THE CONTRACT. AT LEAST SIXTY (60) DAYS PRIOR TO COMMENCEMENT OF SUBSEQUENT RENEWAL TERMS, THE CITY MAY CONSIDER A REQUEST FOR PRICE ADJUSTMENTS. ALL REQUEST FOR PRICE ADJUSTMENTS WILL BE WRITTEN AND INCLUDE DOCUMENTATION THAT SUBSTANTIATES ADDITIONAL COST. SUCH ADJUSTMENTS MUST BE ACCEPTABLE TO BOTH PARTIES OF THE ITEM(S) IN QUESTION. **PLEASE CONTACT THE PURCHASING DEPARTMENT AT 806/378-3028 FOR THE PROCEDURES FOR RECOMMENDING COST INCREASE REQUESTS.**

QUANTITIES ARE ESTIMATES BASED ON PAST USE AND FORECAST OF ANTICIPATED FUTURE NEEDS. VARIANCE MAY BE AS MUCH AS 25% DECREASE OR INCREASE IN ACTUAL USE.

THIS IS A ONE (1) YEAR CONTRACT WITH OPTIONS TO RENEW FOR FOUR (4) ADDITIONAL ONE (1) YEAR PERIODS, IF AGREEABLE BY BOTH PARTIES.

NOTICE. . . NOTICE UNIT OF MEASURE WARNING***

WHEN SUBMITTING A RESPONSE TO THIS BID YOU MUST SUBMIT YOUR BID WITH A UNIT PRICE IN THE UNIT OF MEASURE AS SHOWN ON THE BID SHEET FOR YOUR BID TO BE CONSIDERED. IT DOESN'T MATTER IF THE EXTENDED PRICE IS CORRECT IF THE UNIT PRICE IS SUBMITTED INCORRECTLY THE BID WILL BE DEEMED AS NON-RESPONSIVE FOR THAT ITEM. IF THE ITEM IS PART OF A LOT THEN THE LOT WILL BE DEEMED UNRESPONSIVE.

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

EXAMPLE: IF WE REQUEST A UNIT PRICE PER POUND DO NOT SUBMIT A PRICE PER 50# BAG AS YOUR UNIT PRICE. IF WE REQUEST A PRICE PER ROUND OF AMMUNITION DO NOT USE THE PRICE PER BOX OR THE PRICE PER CASE AS YOUR UNIT. SE =SET

TO BE AWARDEDAS ONE LOT.

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

R5643530

City of Amarillo
INVITATION FOR BIDS
Quote Number 7025
AMARILLO FIRE DEPT. CLASS "A"
UNIFORM - ANNUAL CONTRACT

Line No	Description	Item Number	Quantity Ordered	Units	Unit Price	Extended Price
1	CLASS A UNIFORM JACKET AND PANTS CLASS "A" PER BID SPECIFICATION FD-206, ISSUANCE DATED 03/05/21	200 85 76 02	30	SE	$693.25	20,797.50

Totals: 20,797.50

This price is an estimation as uniform prices are dinam and can be determened by adding up the specific section listed in the following pages of the request

Thank you,

By

04/13/2021 TUE 15:09 [JOB NO. 5949] ☑008

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

18.0 **Expedited tailoring (includes ship time):**
Expedited tailoring and shipping shall be any process that reduces the 8-week standard assembly and delivery of the uniform. Expedited tailoring shall include manufacturing of uniform and shipping out within:

18.1 1 day – $150.00
18.2 2 days – $125.00
18.3 3 days – $100.00
18.4 1 week – $ 85.00
18.5 2 weeks – $ 75.00
18.6 3 weeks – $ 65.00
18.7 4 weeks – $ 50.00
18.8 6 weeks – $ 35.00

Air freight to meet expedite times based on above concept is variable. A shiping cost calculator is used in real time to determine the added cost of freight to meet costomers time frame.

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

THE CITY OF AMARILLO, TEXAS

PURCHASE SPECIFICATION

FOR

Amarillo Fire Department Class A Uniform

1.0 CLASSIFICATION AND SCOPE

1.1 Classification

The Amarillo Fire Department (AFD) uses class A uniforms for members to wear to designated events. It is the goal of the AFD that these uniforms be consistent in make-up of materials and quality of finished product. As a department we will purchase 15-20 new uniforms a year and will have multiple uniforms sent in for promotion and Honor Guard (HG) changes.

1.2 Scope

It will be required of the vendor to make arrangements to travel to Amarillo to measure members for new uniforms or provide AFD personnel with the proper training to complete these measurements. A standardized measurement/order form will need to be provided by the vendor to the AFD for the ordering process.

1.3 Use

Manufacturing times of the uniform orders can be found in the specs listed later in this document. It is also requested that the vendor keep a stock of department patches, provided by the AFD, to reduce any delays in the manufacturing of the garment.

Date	Prepared by	Issuance/Revision	Using	Department Approval Purchasing
3-5-21	Sam Baucom/J.O.	Issuance	Fire	TD 3-5-21

3/12/21
Sam Baucom

Trent Davis

This specification, until revised or rescinded, shall apply to each future purchase and contract for the commodity described herein. Retain for future reference.

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

SPECIFICATION NO. FD-206

PAGE NO. 2 OF 10

$ 373.15 ea. (36 - 46)
$ 423.15 ea. (48 - 52)
$ 473.15 ea. (54 - 58)
$ 523.15 ea. (60 - 68)
→ jacket, buttons, & badge tab only (no alterations, stripping or emblem

2.0 Class A Uniform Jacket

- 2.1 Style –Double Breasted
- 2.2 1+ inches of seam allowance per seam (this enables a jacket to be let out up to 4 inches without compromising fit or appearance).
- 2.3 Weight. 12 oz.
- 2.4 Finish. Tropical Worsted
- 2.5 Blend. 55% Polyester / 45% Wool
- 2.6 Color. Black
- 2.7 Buttonholes. Military type cloth bound holes
- 2.8 Pockets. Black - One welt breast pocket and two lower open welt pockets,
- 2.9 Buttons. 6 Gold for Chief Officers, 6 Silver for Lead Firefighters (Captain) and below
- 2.10 Badge Tab. Black - Metal centered 1 inch above breast pocket, Navy Blue – Cloth on left breast

3.0 Class A Uniform Jacket Striping $ 13.90 per stripe (loose "not sewn")

- 3.1 Military lace sleeve braid (Class A)
- 3.2 Milltary nylon sleeve braid (Honor Guard)
- 3.3 Striping shall begin 2 ¾ inches above cuff of sleeve
- 3.4 Striping has ¼ Inch between each stripe
- 3.5 Striping shall be halfway or all the way around the sleeve

4.0 Class A Uniform Jacket Longevity Marks $ 5.95 per cross (loose "not sewn")

- 4.1 Line / color year of service marks
- 4.2 Chief Officers. One gold Maltese cross for every five years of service. Center above striping on left sleeve
- 4.3 Captains and Line Officers. One silver Maltese cross for every five years of service. 4.4 Center above striping on left sleeve

5.0 Class A Uniform Pant

$ 102.70 ea. (28 - 44)
$ 120.20 ea. (46 - 60)

- 5.1 Weight. 12 oz.
- 5.2 Finish. Black - Tropical Worsted
- 5.3 Blend. 55% Polyester / 45% Wool
- 5.4 Closure. Zipper fly – hook and eye fastener
- 5.5 Pockets. 2 side. 2 hip

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

8.8 3 Crossed Bugle $30.10 ea
8.9 4 Crossed Bugle $30.10 ea
8.10 5 Crossed Bugle $30.10 ea.

9.0 Belts $35.10 ea 26-44
$40.10 ea 46-60

9.1 Color. Black Leather with basket weave finish
9.2 Size. 1 ½ inch wide
9.3 Buckle. Gold or Silver

10.0 Ties $17.10 ea. regular
$19.10 ea. long

10.1 Style. Traditional 4inhand tie
10.2 Color. Black
10.3 Length. Regular or Long

11.0 Gloves $17.10 ea w/o dot
$19.10 ea w/dots

11.1 Style. With or Without gripper dots (Gripper dot gloves for HG only)
11.2 Color. White

12.0 Shoes $96.70 ea.

12.1 Style. Hi-Gloss Low quarter oxford
12.2 Color. Black Permashine

13.0 Uniform Patches $12.00 ea. Jacket application only
$ 6.00 ea. shirt application only

13.1 Department to supply patches for Jacket application
13.2 Placement Determined by Department Specifications

14.0 Full Uniform Package:

14.1 Class A Package

The Class A Package to include a jacket, badge tab, department supplied patches, sleeve striping, and Maltese crosses, cuffing of sleeves, pants, hemming of pants, cap, rank specific cap device, chin strap, side buttons, white dress shirt, tie, gloves, belt, buckle, and shoes.

$686.10 ea (36-46)
$736.10 ea (48-52)
$786.10 ea (54-58)
$836.10 ea (60-68)

04/13/2021 TUE 15:09 [JOB NO. 5949] 012

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

14.1.1 regular
14.1.2 oversize (listed above)

14.2 HG Package
The Honor Guard Package to include a jacket with red border epaulet, honor cord, badge tab, department supplied patches, cuffing of sleeves, pants with striping, hemming of pants, cap, black 911 chin strap, side buttons, white dress shirt, tie, gloves, belt, buckle, and shoes.

14.2.1 regular $794.35 ea (36 -46)
14.2.2 oversize $844.35 ea (48 - 52)
$894.35 ea (54 - 58)
$944.35 ea (60 - 68)

15.0 Coat and Pants Only

15.1 Class A Uniform
The Class A Uniform to include a jacket, badge tab, department supplied patches, sleeve striping, and Maltese crosses, cuffing of sleeves, pants, hemming of pants.

15.1.1 regular
15.1.2 oversize {(Section 2.0 + 5.0 + 17.0) 17.2 + 17.5}

15.2 HG Uniform
The Honor Guard Uniform to include a jacket with red border epaulet, badge tab, department supplied patches, cuffing of sleeves, pants with striping, and hemming of pants.

15.2.1 regular
15.2.1 oversize {(2.0 + 5.0 + 17.0 + 17.2 + 17.4 + 17.5)}

15.3 Women's Cut option (Package, Uniform, Jacket)
15.3.1 regular 16.1 + $50.00 ea.
15.3.2 oversize 16.2 + $ 50.00 ea.

14.1 or 15.1 or
14.2 or 15.2 or

Upon the need for a specific item the Amarillo Fire Department will need the ability to purchase these items separately from the offered packages. These items will be referred to as line items.

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

16.0 Cafeteria Package:

To be bid by line item.

16.1 Class A Jacket
The Class A Package includes a jacket, badge tab, department supplied patches, sleeve striping, and Maltese crosses and cuffing of sleeves.

16.1.1 regular
16.1.2 oversize — {(Section 2.0 + 17.0 + 17.2 + 17.5)}

16.2 Women's Cut option

16.2.1 regular 16.1.1 + $ 50.00
16.2.2 oversize 16.1.2 + $ 50.00

16.3 HG Jacket
The Honor Guard Jacket includes a jacket with red border epaulet, badge tab, department supplied patches, and cuffing of sleeves.

16.3.1 regular
16.3.2 oversize — {(Section 2.0 + 17.0 + 17.2 + 17.5)}

16.4 Women's Cut option

16.4.1 regular 16.3.1 + $ 50.00
16.4.2 oversize 16.3.2 + $ 50.00

16.5 Men's Pants

16.5.1 regular $ 102.70 ea (28-44)
16.5.2 oversize $ 120.20 ea. (46-60)

16.6 Women's Cut option (pant, skirt)

16.6.1 regular 102.70 ea. (6-18)
16.6.2 oversize 120.20 ea. (20-34)

16.7 Caps
Cap complete (no device) base cap $ 96.34 ea

16.7.1 Upgraded band + $ 25.00 (perforated band) Honor Guard option
16.7.2 Upgraded visor + $ 50.00 (scrambled eggs or flames)

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

16.7.3 Cap strap $19.10 ea
16.7.4 Gold / red $23.10 ea
16.7.5 Silver / red $23.10 ea
16.7.6 Black / red $23.10 ea
Cap side button (pair)
16.7.7 Gold (FD) $17.10 pr.
16.7.8 Silver (FD) $17.10 pr.

16.7 Cap Device
16.7.1 gold $30.10 ea
16.7.2 silver $29.10 ea
16.7.3 custom chaplain (Dept. provided) $66.35

16.8 White Shirt
16.8.1 Regular $64.45 ea.
16.8.2 Oversize $73.20 ea.
16.8.3 No patches

16.9 Tie (black, Standard)
16.9.1 Regular $17.10 ea.
16.9.2 Long $19.10 ea.

16.10 Belt, black with buckle, specify color (silver or gold)
16.10.1 Regular $35.10 ea.
16.10.2 Oversize $46.10 ea.

16.11 Buckle only
16.11.1 Silver $13.90 ea.
16.11.2 Gold $13.90 ea.

16.12 Gloves, Standard
16.12.1 Non texture $17.10 ea.
16.12.2 Textured $19.10 ea

16.13 Dress shoe, Oxford Permashine
16.13.1 Men's $96.30 ea.
16.13.2 Women's $96.30 ea.

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

16.14 Sleeve Striping
16.14.1 Gold metallic (1/2-inch only) $ 13.90 per stripe (loose)
16.14.2 Silver metallic (1/4 inch or 1/2-inch) $13.90 per stripe (loose)

16.15 HG only Shoulder Cord
16.15.1 Red braided $59.30 ea

16.16 HG only pant striping $37.20
16.16.1 1/2 inch (red)

16.17 Years of Service marks (Maltese Crosses) 1 cross per 5 years' service
16.17.1 Bullion thread silver or gold (individual) $ 5.95 per cross
16.17.2 Chaplain Crosses (pair) $125.10 per pair

16.18 Misc. Accessories
16.18.1 Badge tab holder (individual) $ 5.95 per badge tab holder $29.10 silver
16.18.2 Collar insignia, qty 2, specify rank upon order – same as 16.7 ($30.10 gold)
16.18.3 Gold FD jacket button (individual) $5.95 ea
16.18.4 Silver FD jacket button (individual) $5.95 ea
16.18.5 Washer (individual) $0.50 ea.
16.18.6 Toggle (individual) $0.50 ea.

All uniforms returned for upgrades shall have all new materials necessary to complete the alteration including replacing old rank/insignia to ensure all new upgrade materials match, excluding department patches and badge tab unless requested by department. The upgraded uniform shall appear consistent with that of a new uniform of the equivalent rank.

The alterations listed below enable the jacket to be modified to meet a given specification approved by the Amarillo Fire Department

17.0 Alterations

17.1 Jacket striping (1/4 inch or 1/2-inch)
17.1.1 add 1 stripe $ 90.15
17.1.2 add 2 stripes $ 106.65
17.1.3 add 3 stripes $123.60
17.1.4 add 4 stripes $140.55

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

SPECIFICATION NO. FD-206

PAGE NO. 9 OF 10

17.1.5 add 5 stripes $157.50

17.2 Maltese crosses (Maltese cross only (no striping))

		added to striping
17.2.1	add 1 cross $56.70	8.50
17.2.2	add 2 crosses $60.20	12.00
17.2.3	add 3 crosses $63.70	15.50
17.2.4	add 4 crosses $67.20	19.00
17.2.5	add 5 crosses $70.70	22.50
17.2.6	add 6 crosses $74.20	26.00
17.2.7	add 7 crosses $77.70	29.50
17.2.8	add 8 crosses $81.20	33.00
17.2.9	add 9 crosses $84.70	36.50
17.2.10	add 10 crosses $88.20	40.00

17.3 Jacket reconditioning $ 20.00

17.4 HG Pant Striping only

17.4.1 add one color stripe (red) $ 68.50

17.5 Patch removal, jacket

17.5.1 Patch Sewn, jacket $22.95

17.5.2 Patch Sewn, shirt $ 18.95

17.5.3 Take in/let out, side seams (jacket) 35.95 each seam

17.5.4 Take in/let out, pant waist $ 35.95 per pant

17.5.5 Add gusset, Jacket $ 125.00 per jacket

17.5.6 Add shoulder epaulets, qty 2 $ 50.00

17.5.7 Hem pants $ 22.95

17.5.8 Sew button, replacement per button $4.00 sew button only

$ 9.95 sew + button

All items/packages ship via standard ground freight with an 8-week production timeframe. Expedited tailoring and freight timeframes are listed below in the event the garment is needed outside of a standard 8-week window.

04/13/2021 TUE 15:09 [JOB NO. 5949] 017

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

$64.45 ea 14.5 – 17.5 (regular)
$73.20 ea 18.5 – 21.5 (oversized)

6.0 Dress Uniform Shirt

- 6.1 Style. Paragon
- 6.2 Color. White
- 6.3 Sleeves. Long Sleeve
- 6.4 Fabric. 65% polyester / 35% combed cotton
- 6.5 Pockets. Two pleated pockets with scalloped pockets
- 6.6 Badge Tab. Above left pocket
- 6.7 Military Creases
- 6.8 Cross-stitched shoulder straps

7.0 Dress Caps $96.34 per cap

- 7.1 Style. Bell-crown cap
- 7.2 Color. Black or White
- 7.3 Visor shape L59 black, 2 inches
- 7.4 Black poly serge crown or
- 7.5 Black Acetate lining
- 7.6 Haircloth – each of four projections behind outer fabric for firmness to hold the shape of the bell look.
- 7.7 Chin Strap. Gold, Silver, Black
- 7.8 Chin strap fabric to match sleeve braid
- 7.9 5 eyelets (one front center, two per side for ventilation)
- 7.10 Side Screw. Cap Device primary color match
- 7.11 Adjustable interior band (behind leather sweatband) enable cap to be adjusted to preferred fit.

8.0 Cap Devices

$29.10 ea (silver device)
$30.10 ea (gold device)

- 8.1 1-5/8 Cap Device (gold or silver alloy)
- 8.2 Screw back attachment with top center pin and jewelry style clutch
- 8.3 Scramble $29.10 ea.
- 8.4 Engine $29.10 ea.
- 8.5 Single Bugle $29.10 ea.
- 8.6 2 Parallel Bugle $29.10 ea.
- 8.7 2 Crossed Bugle $30.10 ea.

Certificate Of Completion

Envelope Id: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5
Status: Completed
Subject: SIGNATURE: Cooperative Purchasing Agreement Class A Uniforms-Lighthouse Uniform Company (OFR/250699)
Source Envelope:
Document Pages: 28
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 172.56.75.181

Record Tracking

Status: Original
6/6/2025 4:25:42 PM
Holder: April Adolf
aadolf@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
Ben Meyerson bmeyerson@lighthouseuniform.com Secretary Security Level: Email, Account Authentication (None)	DocuSigned by: Ben Meyerson AA209621BABD4D0... Signature Adoption: Pre-selected Style Using IP Address: 172.56.105.26	Sent: 6/6/2025 4:58:53 PM Viewed: 6/6/2025 5:06:50 PM Signed: 6/6/2025 5:23:12 PM
Electronic Record and Signature Disclosure: Accepted: 6/6/2025 5:06:50 PM ID: d20a16e1-0889-4442-a136-e24ed72a81a4		
William E. Sexton wsexton@ocalafl.gov Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/6/2025 5:23:13 PM Viewed: 6/12/2025 12:09:49 PM Signed: 6/13/2025 3:34:43 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/13/2025 3:34:45 PM Viewed: 6/24/2025 8:54:57 AM Signed: 6/24/2025 8:55:08 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/24/2025 8:55:10 AM Viewed: 6/24/2025 9:40:40 AM Signed: 6/24/2025 9:40:57 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 6/24/2025 9:40:40 AM ID: 42a52152-bf11-4741-a611-519ef4ef856d		

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	6/6/2025 4:58:54 PM
Certified Delivered	Security Checked	6/24/2025 9:40:40 AM
Signing Complete	Security Checked	6/24/2025 9:40:57 AM
Completed	Security Checked	6/24/2025 9:40:57 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 19.0
CANCELS ORIGINAL SHEET NO. 19.0

APPLICATION FOR INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

TIER 1 - Ten (10) kW or Less
TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW
TIER 3 - Greater than 100 kW and Less Than or Equal to Two (2) MW

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net-metering customers located in the area served by the City of Ocala Electric Utility. Please refer to the Ocala Electric Utility Net-Metering Rate Schedule.

Ocala Electric Utility customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with the Ocala Electric Utility system are required to complete this application. When the completed application and fees are returned to Ocala Electric Utility, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained at Ocala Electric Utility, located at 201 SE 3rd Street, Ocala, Florida 34471, or may be requested by email from OEU@ocalafl.org.

1. Customer Information

Name: JAMES DOUGLAS NOLAND

Mailing Address: 2420 SE 52ND AVE

City: Ocala State: FL Zip Code: 34480

Phone Number: 352-304-5194 Alternate Phone Number: _____

Email Address: 19jnoland69@gmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 523571 - 252044

2. RGS Facility Information

Facility Location: 2420 SE 52ND AVE OCALA FL 34480

Ocala Electric Utility Customer Account Number: 523571 - 252044

RGS Manufacturer: Hanwha Q.Cells

Manufacturer's Address: 400 Spectrum Center Dr. Suite 1400 Irvine, CA 92618

Reference or Model Number: Hanwha Q. Peak Duo BLK ML-G10+/T 400W

Serial Number: _____

(Continued on Sheet No.19.1)

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continue from Sheet No. 19.0)

FIRST REVISED SHEET NO. 19.1
CANCELS ORIGINAL SHEET NO. 19.1

3. Facility Rating Information

Gross Power Rating: 9.52 ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Ocala Electric Utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: Solar Photovoltaic

Anticipated In- Service Date: 2/25/2024

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is $375 for Tier 2 and $750 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of the estimated costs of the study (to be determined at time of application) must be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility by the customer.

A. Documentation demonstrating that the installation complies with (or most current version at time of inspection approval):

1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 19.2)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 19.1)

FIRST REVISED SHEET NO. 19.2
CANCELS ORIGINAL SHEET NO. 19.2

B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified 3rd party testing company (not affiliated in any way with the manufacturer, vendor or installation contractor), for compliance with all required and applicable codes, standards, and interconnection study requirements, prior to setting of OEU metering equipment.

C. Proof of insurance in the amount of:
Tier 1 - $100,000.00
Tier 2 - $1,000,000.00
Tier 3 - $2,000,000.00

Customer

By: James D. Noland Date: 3-19-24
(Print Name)

James D. Noland
(Signature)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Scanned with CamScanner

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 20.0
CANCELS ORIGINAL SHEET NO. 20.0

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 19th day of March, 2024, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter "FMPA"), the City of Ocala doing business as Ocala Electric Utility, a body politic (hereinafter "OEU"), and JAMES DOUGLAS NOLAND, a retail electric customer of OEU (hereinafter "Customer").

Section 1. Recitals

1.01. OEU and Customer have executed OEU's Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which OEU has agreed to permit interconnection of Customer's renewable generation to OEU's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to OEU's electric distribution system;

1.02. The City of Ocala and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU's electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU's electric customers interconnected to OEU's electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the OEU electric distribution system until Customer has executed OEU's electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions

OEU requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEU shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEU's electric distribution system.

(Continued on Sheet No. 20.1)

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.0)

FIRST REVISED SHEET NO. 20.1
CANCELS ORIGINAL SHEET NO. 20.1

Section 3. Metering

3.01 In accordance with the OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation, OEU shall install metering equipment at the point of delivery capable of recording two separate kWh meter readings: (1) the flow of electricity from OEU to the Customer (Delivered), and (2) the flow of excess electricity from the Customer to OEU. OEU shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset Customer's demand for OEU's electricity. All electric power and energy delivered by OEU to Customer shall be received and paid for by Customer to OEU (Received) pursuant to the terms, conditions and rates of the OEU otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the OEU Electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to the OEU electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from OEU.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by OEU to the Customer in accordance with the OEU Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

4.04. FMPA and OEU shall not be required to purchase or receive excess customer-owned renewable generation, and may require Customer to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any OEU equipment or part of OEU's system; or (b) if either FMPA or OEU determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

4.05. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU electric system.

Section 5. Renewable Energy Credits

5.01. Customer shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to OEU electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer-owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the Customer for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the Customer's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by OEU or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

(Continued on Sheet No. 20.3)

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.2)

FIRST REVISED SHEET NO. 20.3
CANCELS ORIGINAL SHEET NO. 20.3

Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02 Amendment. It is understood and agreed that FMPA and OEU reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and OEU may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event, FMPA and OEU will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and OEU, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Marion County, Florida, or the United States District Court sitting in Marion County, Florida, as appropriate.

(Continued on Sheet No. 20.4)

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

7.05. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.06. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, OEU, and Customer and no right nor shall any cause of action accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, OEU, or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, OEU, and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by either FMPA or OEU of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

(Continued on Sheet No. 20.5)

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.4)

FIRST REVISED SHEET NO. 20.5
CANCELS ORIGINAL SHEET NO. 20.5

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility

By: Signed by: Janice Mitchell 55198B43858A4E1...
Title: CFO
Date: 6/27/2025

Florida Municipal Power Agency

By: DocuSigned by: 087F58EBB34B474...
Title: Chief Sys Ops & Tech Officer
Date: 6/27/2025

Customer

By: James D. Noland Date: 3-19-24
(Print Name)
(Signature)

Customer's City of Ocala Electric Utility Account Number: _____

Approved as to f orm and legality:

Signed by: William E. Sexton AA6A9BABED04F3...
William E. Sexton, Esq.
City Attorney

(Continued on Sheet No. 20.6)

Scanned with CamScanner

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

Tri-Party Net-Metering Power Purchase Agreement
Schedule A

I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

a) FMPA shall pay OEU for the excess kWh energy delivered by customer-owned renewable generation to OEU's electric system. Every month, OEU shall determine the total kWh of customer-owned renewable generation that is delivered to OEU's electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to OEU in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

ARP Renewable Generation Credit = Quarterly Energy Rate * Monthly kWh of excess customer-owned renewable generation

Quarterly Energy Rate = 3 month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.

b) As part of the monthly bill adjustment, FMPA will also increase OEU's kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto OEU's electric system has been purchased by FMPA, but will remain on OEU's electric system and be used by OEU to meet its other customers' electric needs. As a result, OEU's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to OEU.

II. Payment for Unused Excess Energy Credits

a) Monthly excess energy credits shall accumulate and be used to offset the Customer's following month energy consumption bill for a period of not more than twelve (12) months.

b) At the end of each calendar year, OEU shall pay the Customer for any unused excess energy credits in accordance with the OEU Electric Net-Metering Service Rate Schedule.

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 21.0
CANCELS ORIGINAL SHEET NO. 21.0

Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 19th day of March, 20 24, by and between JAMES DOUGLAS NOLAND, (hereinafter called "**Customer**"), located at 2420 SE 52ND AVE in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereinafter called OEU), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 2420 SE 52ND AVE OCALA FL 34480.

WITNESSETH

Whereas, a Tier 1 Renewable Generation System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than ten (10) kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, OEU operates an electric system serving the City of Ocala; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU' electrical supply grid at the location identified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU' ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, the OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

(Continued on Sheet No. 21.1)

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.0)

FIRST REVISED SHEET NO. 21.1
CANCELS ORIGINAL SHEET NO. 21.1

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and the City of Ocala Electric Utility (OEU).

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with OEU's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify OEU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the ten kilowatt (10 kW) limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above two megawatts (2MW).

4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU calculated distribution service rating at the Customer's location (including shared electric facilities). If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached. OEU will not allow a RGS GPR greater than required to offset the customer's annual kWh energy consumption (based on customer's historical consumption data or by means of estimated usage of similar type of service as determined by OEU).

5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.

6. The Customer shall fully comply with OEU's Design Standards following NEC standards as those documents may be amended or revised by OUS from time to time.

7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version at time of inspection approval):

a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources.*
d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
e. The manufacturer's installation, operation and maintenance instructions.

(Continued to Sheet No. 21.2)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.1)

FIRST REVISED SHEET NO. 21.2
CANCELS ORIGINAL SHEET NO. 21.2

8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than OEU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to OEU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to OEU.

10. Prior to commencing parallel operation with OEU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to OEU.

11. The Customer agrees to permit OEU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide OEU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet OEU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to OEU advising of the date and time at which Customer intends to place the system in service, and OEU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 21.3)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.2)

FIRST REVISED SHEET NO. 21.3
CANCELS ORIGINAL SHEET NO. 21.3

12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes an OEU interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU's electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If Customer adds another RGS that (i) utilizes the same OEU interactive inverter for both systems, or (ii) utilizes a separate OEU interactive inverter for each system, Customer shall provide OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU' systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on OEU system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of OEU system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to OEU's system, such that back feed from the customer-owned renewable generation system to OEU's system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

(Continued on Sheet No. 21.4)

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.3)

FIRST REVISED SHEET NO. 21.4
CANCELS ORIGINAL SHEET NO. 21.4

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by OEU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to OEU at least thirty (30) calendar days prior to beginning parallel operations with OEU's electric system, subject to the requirements of Section 18, below, and within one (1) year after OEU executes this Agreement.

18. Once OEU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to an OEU representative, OEU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. OEU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars ($100,000.00).

20. OEU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by OEU to Customer, and measure the energy delivered by Customer to OEU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to OEU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide OEU with a copy of the local building code official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 21.5)

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.4)

FIRST REVISED SHEET NO. 21.5
CANCELS ORIGINAL SHEET NO. 21.5

23. In no event shall any statement, representation, or lack thereof, either express or implied, by OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OEU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, OEU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. OEU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from OEU' electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. OEU system emergencies, forced outages, uncontrollable forces or compliance with prudent electric OEU practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on OEU's system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical affects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OEU.
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
f. When the Customer fails to make any payments due to OEU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, OEU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from OEU's electric supply system, notify OEU that the isolation is complete, and coordinate with OEU for return of OEU's lock.

(Continued to Sheet No. 21.6)

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.
b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

(Continued on Sheet No. 21.7)

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Marion County, Florida, and OEU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of OEU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEU, including OEU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. OEU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, OEU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement, which complies with the amended statutes/rules.

(Continued on Sheet No. 21.8)

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

32. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the OEU's Net-Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU system.

33. This Agreement is solely for the benefit of OEU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than OEU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon OEU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by OEU of the sovereign immunity applicable to OEU as established by Florida Statutes, 768.28.

(Continued on Sheet No. 21.9)

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.8)

FIRST REVISED SHEET NO. 21.9
CANCELS ORIGINAL SHEET NO. 21.9

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility:

By: Signed by: Janice Mitchell 55198B43858A4E1...

Title: CFO

Date: 6/27/2025

Customer:

By: James D. Noland
(Print Name)
James D. Noland
(Signature)

Date: 3-19-25

City of Ocala Electric Utility Account Number:

523571-252044

Approved as to form and legality:

Signed by: William E. Sexton 4A59A88ABED04F3...

William E. Sexton, Esq.
City Attorney

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Scanned with CamScanner

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

CONTRACT# ELE/250763

2197

Slide

Homeowners Renewal Declaration

Customer Service: 1-800-748-2030
Claim Reporting Number: 1-866-230-3758

PO Box 1779 Columbia, SC 29202-1779

Policy Number:	SIC3084546	**Policy Effective Date:**	12/15/2024
Process Date:	10/21/2024 10:31 PM	**Policy Expiration Date:**	12/15/2025 12:01 AM at property address

Named Insured and Mailing Address:
James Noland
Denise Noland
2420 SE 52nd Ave
Ocala, FL 34480-6416

Phone Number: (352)304-5194

Agency: 7741763
Tarayn McLeod & Associates, LLC
Address:
1212 N.E. 36TH Ave
OCALA, FL 34470

Phone Number: (352)236-2126
Email: taraynmcleod@allstate.com

Renewal Change(s):

The amount of premium increase due to approved rate increase is: **$128.00**

The amount of premium increase due to coverage change is: **$68.00**

Property Coverage A limit increased at renewal due to an inflation factor of 4.00%, as determined by the "ISO 360 Value" to maintain insurance to the approximate replacement cost of your home.

In return for the payment of premium, coverage is provided where premium and limit of liability are shown. Flood coverage is not provided by this policy.

Location(s) of Property Insured: 2420 SE 52nd Ave
Ocala, FL 34480-6416

Property Characteristics:

Form:	HO-3	**Protection Class:**	02	**BCEG:**	99
Rating Tier:	Preferred	**Construction Type:**	Masonry	**Occupancy:**	Owner
Territory:	792 - Marion	**Month/Year Built:**	12/1983	**Usage:**	Primary
County:	0083-Marion County	**Structure Type:**	Dwelling	**Number of Families:**	1 Family
Burglar Alarm:	None	**Fire Alarm:**	None	**Automatic Sprinklers:**	None
Roof Year:	2017				

Mitigation Characteristics:

Building Code Indicator:	Unknown or does not meet A or B (C)	**Opening Protection:**	One or more openings no WBDP (X)
Roof Cover and Attachment:	2001 FBC or roof permit 3/2002 or later (A)	**Secondary Water Resistance:**	Unknown or Undetermined (C)
Roof Deck Attachment:	8d @ 6"/6" or Dimensional Lumber (C)	**Roof Geometry:**	Other Roof (C)
Roof Wall Connection:	Toe Nails (A)	**Gable End Bracing:**	

Hurricane Deductible: 2% of Coverage A = $ 6,240

All Other Peril Deductible: $2,500

Policy Premium: $2,129.00 **Fees/Assessments: $10.74** **Total Annual Premium: $2,140.00**

IN CASE OF LOSS WE COVER ONLY THAT PART OF THE LOSS OVER THE DEDUCTIBLE AMOUNT UNLESS OTHERWISE STATED IN THE POLICY. PLEASE SEE NOTICES ON PAGE 4.

Coverage	Limit	Premium
Coverage A - Dwelling	$312,000	$4,060.00
Coverage B - Other Structures	$6,240	Included
Coverage C - Personal Property	$78,000	($78.00)
Coverage D - Loss Of Use	$31,200	Included
Coverage E - Personal Liability	$300,000	$30.00
Coverage F - Medical Payments	$5,000	Included
	Total Basic Premium:	**$4,012.00**

10/21/2024

AUTHORIZED COUNTERSIGNATURE

- GAS METER LOCATED IN PROXIMITY OF THE PV INSTALLATION, LOAD CENTER, AND/OR DISCONNECTS. DISCONNECTS SHALL BE LOCATED IN COMPLIANCE WITH UTILITY AND THE AHJ (AUTHORITY HAVING JURISDICTION). PV INSTALLATION SHALL COMPLY WITH ALL APPLICABLE CODES.
- WIRE RATED AND AMPACITY CALCULATED @ 90°C FOR ROOFTOP INSTALLATION AND ATTIC RUN TO INVERTER.
- PER NEC REQUIRMENTS GROUNDING CONDUCTORS SMALLER THAN 6AWG SHALL BE PROTECTED IN A CONDUIT, RACEWAY, OR ARMORED PROTECTIVE SHEATHING (NEC 250.64).
- THE WORKING CLEARANCES AROUND THE EXISTING ELECTRICAL EQUIPMENT AS WELL AS THE NEW ELECTRICAL EQUIPMENT WILL BE MAINTAINED IN ACCORDANCE WITH NEC 110.26.
- ANY CONDUCTORS EXPOSED TO SUNLIGHT SHALL BE LISTED AS SUNLIGHT RESISTANT. (NEC 300.6 C1, 310.8 D).
- ROOM FOR EQUIPMENT WITHIN 5 FEET FROM MSP.
- ALL CONDUIT SHALL BE LTNM 3/4" IN DIAMETER UNLESS OTHERWISE STATED.

AMBIENT TEMPERATURE SPECIFICATIONS				
RECORD LOW TEMPERATURE	AMBIENT TEMP (HIGH TEMP 2%)	CONDUIT HEIGHT	CONDUCTOR TEMPERATURE RATE (ON ROOF)	CONDUCTOR TEMPERATURE RATE (OFF ROOF)
-5°	34°	7/8"	90°	90°

SOLAR MODULE SPECIFICATIONS						
MANUFACTURER / MODEL #	VMP (V)	IMP (A)	VOC (V)	ISC (A)	TEMPERATURE COEFFICIENT OF Voc	QUANTITY OF MODULES
HANWHA Q-CELLS Q.PEAK DUO BLK ML-G10+/t (400W)	38.09	10.50	45.55	11.07	-0.27%/K	28
MODULE DIMENSIONS	74.0"L x41.1"W x1.26"D					

INVERTER SPECIFICATIONS			
MANUFACTURER / MODEL #	QUANTITY	NOMINAL OUTPUT VOLTAGE	NOMINAL OUTPUT CURRENT
ENPHASE ENERGY IQ8PLUS-72-2-US	28	240VAC	1.21A

NOTE:
3/4" OR GREATER LTNM CONDUIT RUN (7/8" ABOVE ROOF SURFACE)

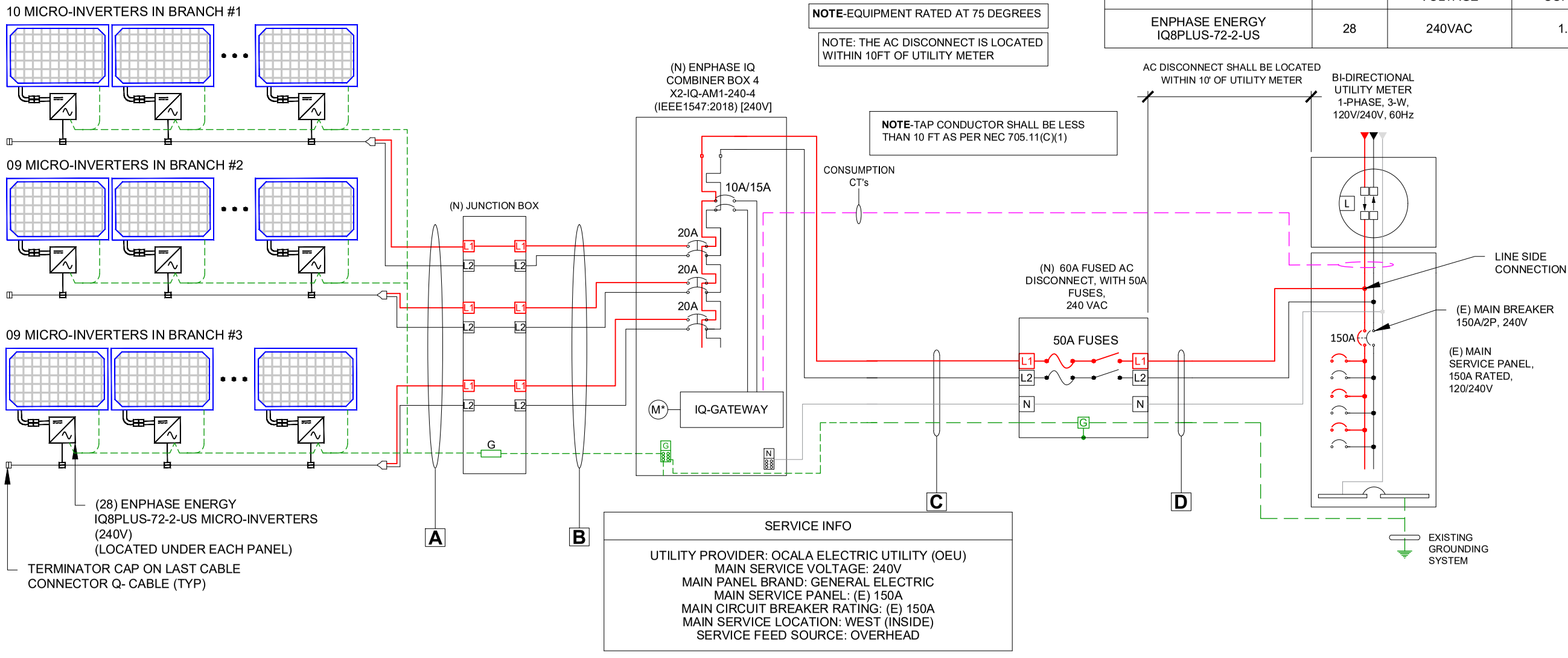
SYSTEM SIZE:- 28 x 400W = 11.20 kWDC
SYSTEM SIZE:- 28 x 290VA = 8.12 kWAC

UTILITY METER NO.: 126236

NOTE-EQUIPMENT RATED AT 75 DEGREES

NOTE: THE AC DISCONNECT IS LOCATED WITHIN 10FT OF UTILITY METER

NOTE-TAP CONDUCTOR SHALL BE LESS THAN 10 FT AS PER NEC 705.11(C)(1)



SERVICE INFO
UTILITY PROVIDER: OCALA ELECTRIC UTILITY (OEU) MAIN SERVICE VOLTAGE: 240V MAIN PANEL BRAND: GENERAL ELECTRIC MAIN SERVICE PANEL: (E) 150A MAIN CIRCUIT BREAKER RATING: (E) 150A MAIN SERVICE LOCATION: WEST (INSIDE) SERVICE FEED SOURCE: OVERHEAD

Wire Tag	Conduit	Wire Qty	Wire Gauge	Wire Type	Temp. Rating	Wire Ampacity (A)	Temp. Derate	Conduit Fill Derate	Derated Ampacity (A)	Inverter Qty	NOC (A)	NEC Correction	Design Current (A)	Ground Size	Ground Wire Type
A	OPEN AIR	3	12 AWG	Q Cable	90°C	30	0.76	N/A	22.80	10	1.21	1.25	15.13	06 AWG	BARE CU
B	3/4" LTNM	6	10 AWG	THWN-2	90°C	40	0.76	0.80	24.32	10	1.21	1.25	15.13	10 AWG	THWN-2
C	3/4" LTNM	3	8 AWG	THWN-2	90°C	55	0.96	1.0	52.80	28	1.21	1.25	42.35	10 AWG	THWN-2
D	3/4" LTNM	3	6 AWG	THWN-2	90°C	75	0.96	1.0	72.00	28	1.21	1.25	42.35	06 AWG	THWN-2

1 ELECTRICAL LINE DIAGRAM WITH CALCULATION

SCALE: NTS

lumio

VERSION		
DESCRIPTION	DATE	REV
INITIAL RELEASE	03-21-2024	UR

PROJECT NAME

JAMES NOLAND
2420 SE 52ND AVE,
OCALA, FL 34480, USA
UTILITY: OCALA ELECTRIC UTILITY (OEU)
APN: 2973004020
AHJ: MARION COUNTY
PROJECT NUMBER: P-0096779

SHEET NAME
ELECTRICAL LINE DIAGRAM & CALCULATION

SHEET SIZE
ANSI B
11" X 17"

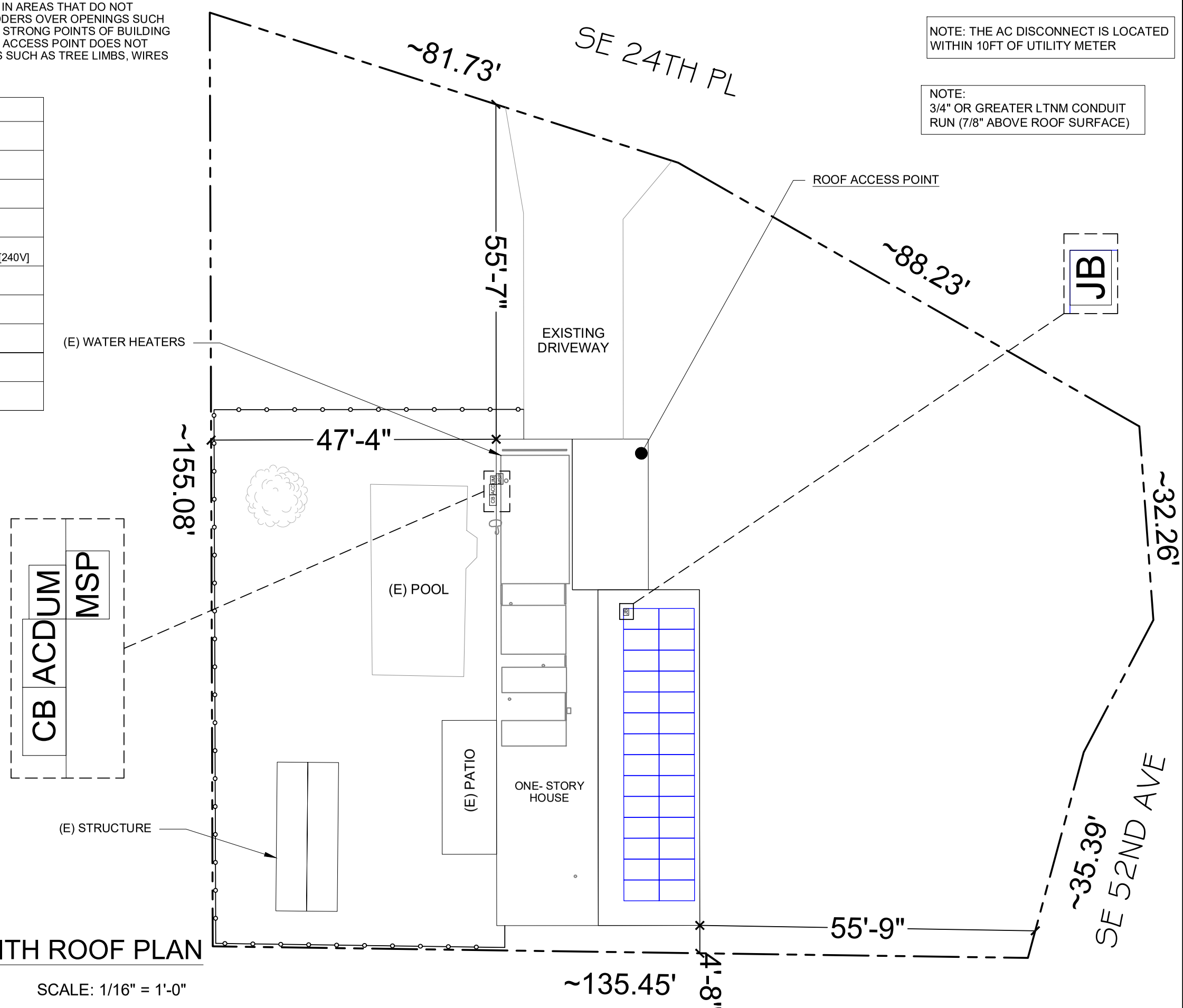
SHEET NUMBER
PV-4

CONTRACT# ELE/250763

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

● ROOF ACCESS POINT SHALL BE LOCATED IN AREAS THAT DO NOT REQUIRE THE PLACEMENT OF GROUND LADDERS OVER OPENINGS SUCH AS WINDOWS OR DOORS, AND LOCATED AT STRONG POINTS OF BUILDING CONSTRUCTION IN LOCATIONS WHERE THE ACCESS POINT DOES NOT CONFLICT WITH OVERHEAD OBSTRUCTIONS SUCH AS TREE LIMBS, WIRES OR SIGNS.

LEGEND	
UM	UTILITY METER
JB	JUNCTION BOX
ACD	AC DISCONNECT
MSP	MAIN SERVICE PANEL
CB	ENPHASE IQ COMBINER BOX 4 X2-IQ-AM1-240-4 (IEEE 1547:2018) [240V]
——	FENCE
——	GATE
– –	PROPERTY LINE
	TREES
	VENT, ATTIC FAN (ROOF OBSTRUCTION)



1 SITE PLAN WITH ROOF PLAN

SCALE: 1/16" = 1'-0"

lumio

VERSION		
DESCRIPTION	DATE	REV
INITIAL RELEASE	03-21-2024	UR

PROJECT NAME

JAMES NOLAND
2420 SE 52ND AVE,
OCALA, FL 34480, USA
UTILITY: OCALA ELECTRIC UTILITY (OEU)
APN: 2973004020
AHJ: MARION COUNTY
PROJECT NUMBER: P-0096779

SHEET NAME
SITE PLAN WITH ROOF PLAN

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
PV-1

CONTRACT# ELE/250763

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

ENPHASE.

DATA SHEET

IQ8 and IQ8+ Microinverters

Our newest IQ8 Microinverters are the industry's first microgrid-forming, software-defined microinverters with split-phase power conversion capability to convert DC power to AC power efficiently. The brain of the semiconductor-based microinverter is our proprietary application-specific integrated circuit (ASIC), which enables the microinverter to operate in grid-tied or off-grid modes. This chip is built using advanced 55-nm technology with high-speed digital logic and has superfast response times to changing loads and grid events, alleviating constraints on battery sizing for home energy systems.

Part of the Enphase Energy System, IQ8 Series Microinverters integrate with the IQ Battery, IQ Gateway, and the Enphase App monitoring and analysis software.

Enphase 25 year limited warranty

IQ8 Series Microinverters redefine reliability standards with more than one million cumulative hours of power-on testing, enabling an industry-leading limited warranty of up to 25 years.

Connect PV modules quickly and easily to IQ8 Series Microinverters using the included Q-DCC-2 adapter cable with plug-and-play MC4 connectors.

CERTIFIED

IQ8 Series Microinverters are UL Listed as PV rapid shutdown equipment and conform with various regulations, when installed according to the manufacturer's instructions.

*Meets UL 1741 only when installed with IQ System Controller 2.
**IQ8 and IQ8+ support split-phase, 240 V installations only.

Easy to install

- Lightweight and compact with plug-and-play connectors
- Power line communication (PLC) between components
- Faster installation with simple two-wire cabling

High productivity and reliability

- Produce power even when the grid is down*
- More than one million cumulative hours of testing
- Class II double-insulated enclosure
- Optimized for the latest high-powered PV modules

Microgrid-forming

- Compliant with the latest advanced grid support**
- Remote automatic updates for the latest grid requirements
- Configurable to support a wide range of grid profiles
- Meet CA Rule 21 (UL 1741-SA) and IEEE® 1547:2018 (UL 1741-SB 3rd Ed.)

NOTE:

- IQ8 Microinverters cannot be mixed with previous generations of Enphase microinverters (IQ7 Series, IQ6 Series, and so on) in the same system.
- IQ Gateway is required to change the default grid profile at the time of installation to meet local Authority Having Jurisdiction (AHJ) requirements.

© 2023 Enphase Energy. All rights reserved. Enphase, the e and CC logos, IQ, and certain other marks listed at https://enphase.com/trademark-usage-guidelines are trademarks of Enphase Energy, Inc. in the US and other countries. Data subject to change.

IQ8 and IQ8+ Microinverters

INPUT DATA (DC)	UNITS	IQ8-60-2-US	IQ8PLUS-72-2-US
Commonly used module pairings[2]	W	235–350	235–440
Module compatibility	–	To meet compatibility, PV modules must be within maximum input DC voltage and maximum module I_{sc} listed below. Module compatibility can be checked at https://enphase.com/installers/microinverters/calculator	
MPPT voltage range	V	27–37	27–45
Operating range	V	16–48	16–58
Minimum/Maximum start voltage	V	22/48	22/58
Maximum input DC voltage	V	50	60
Maximum continuous input DC current	A	10	12
Maximum input DC short-circuit current	A	25	
Maximum module I_{sc}	A	20	
Overvoltage class DC port	–	II	
DC port backfeed current	mA	0	
PV array configuration	–	1 × 1 ungrounded array; no additional DC side protection required; AC side protection requires maximum 20 A per branch circuit.	

OUTPUT DATA (AC)	UNITS	IQ8-60-2-US	IQ8PLUS-72-2-US
Peak output power	VA	245	300
Maximum continuous output power	VA	240	290
Nominal grid voltage (L-L)	V	240, split-phase (L-L), 180°	
Minimum and Maximum grid voltage[2]	V	211-264	
Maximum continuous output current	A	1.0	1.21
Nominal frequency	Hz	60	
Extended frequency range	Hz	47–68	
AC short-circuit fault current over three cycles	Arms	2	
Maximum units per 20 A (L-L) branch circuit[3]	–	16	13
Total harmonic distortion	%	<5	
Overvoltage class AC port	–	III	
AC port backfeed current	mA	30	
Power factor setting	–	1.0	
Grid-tied power factor (adjustable)	–	0.85 leading ... 0.85 lagging	
Peak efficiency	%	97.7	
CEC weighted efficiency	%	97	
Nighttime power consumption	mW	23	**25**

MECHANICAL DATA	
Ambient temperature range	-40°C to 60°C (-40°F to 140°F)
Relative humidity range	4% to 100% (condensing)
DC connector type	MC4
Dimensions (H × W × D)	212 mm (8.3 in) × 175 mm (6.9 in) × 30.2 mm (1.2 in)
Weight	1.08 kg (2.38 lbs)
Cooling	Natural convection–no fans
Approved for wet locations	Yes
Pollution degree	PD3
Enclosure	Class II double-insulated, corrosion-resistant polymeric enclosure
Environmental category/UV exposure rating	NEMA Type 6/Outdoor

(1) No enforced DC/AC ratio.
(2) Nominal voltage range can be extended beyond nominal if required by the utility.
(3) Limits may vary. Refer to local requirements to define the number of microinverters per branch in your area.

IQ8SP-12A-DSH-00207-2.0-EN-US-2023-10-13

IQ8 and IQ8+ Microinverters

COMPLIANCE	
Certifications	CA Rule 21 (UL 1741-SA), UL 62109-1, IEEE® 1547:2018 (UL 1741-SB 3rd Ed.), FCC Part 15 Class B, ICES-0003 Class B, CAN/CSA-C22.2 NO. 107.1-01 This product is UL Listed as PV rapid shutdown equipment and conforms with NEC 2014, NEC 2017, NEC 2020, and NEC 2023 section 690.12 and C22.1-2018 Rule 64-218 rapid shutdown of PV Systems, for AC and DC conductors, when installed according to the manufacturer's instructions.

IQ8SP-12A-DSH-00207-2.0-EN-US-2023-10-13

lumio

VERSION

DESCRIPTION	DATE	REV
INITIAL RELEASE	**03-21-2024**	UR

PROJECT NAME

JAMES NOLAND
2420 SE 52ND AVE,
OCALA, FL 34480, USA
UTILITY: OCALA ELECTRIC UTILITY
(OEU)
APN: 2973004020
AHJ: MARION COUNTY
PROJECT NUMBER: P-0096779

SHEET NAME

SPEC SHEETS

SHEET SIZE

ANSI B
11" X 17"

SHEET NUMBER

PV-8

CONTRACT# ELE/250763

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

1497

Data Sheet
Enphase Networking

IQ Combiner 4/4C

The **IQ Combiner 4/4C** with IQ Gateway and integrated LTE-M1 cell modem (included only with IQ Combiner 4C) consolidates interconnection equipment into a single enclosure. It streamlines IQ Microinverters and storage installations by providing a consistent, pre-wired solution for residential applications. It offers up to four 2-pole input circuits and Eaton BR series busbar assembly.

X-IQ-AM1-240-4C
X2-IQ-AM1-240-4C (IEEE 1547:2018)

X-IQ-AM1-240-4
X2-IQ-AM1-240-4 (IEEE 1547:2018)

Smart

- Includes IQ Gateway for communication and control
- Includes Mobile Connect cellular modem (CELLMODEM-M1-06-SP-05), included only with IQ Combiner 4C
- Includes solar shield to match Enphase IQ Battery aesthetics and deflect heat
- Supports Wi-Fi, Ethernet, or cellular connectivity
- Optional AC receptacle available for PLC bridge
- Provides production metering and consumption monitoring

Simple

- Mounts on single stud with centered brackets
- Supports bottom, back and side conduit entry
- Allows up to four 2-pole branch circuits for 240VAC plug-in breakers (not included)
- 80A total PV or storage branch circuits

Reliable

- Durable NRTL-certified NEMA type 3R enclosure
- Five-year limited warranty
- Two years labor reimbursement program coverage included for both the IQ Combiner SKU's
- UL listed
- X2-IQ-AM1-240-4 and X2-IQ-AM1-240-4C comply with IEEE 1547:2018 (UL 1741-SB, 3rd Ed.)

LISTED

To learn more about Enphase offerings, visit **enphase.com**
IQ-C-4-4C-DS-0103-EN-US-12-29-2022

ENPHASE

IQ Combiner 4/4C

MODEL NUMBER	
IQ Combiner 4 X-IQ-AM1-240-4 X2-IQ-AM1-240-4 (IEEE 1547:2018)	IQ Combiner 4 with IQ Gateway printed circuit board for integrated revenue grade PV production metering (ANSI C12.20 ± 0.5%) and consumption monitoring (± 2.5%). Includes a silver solar shield to match the IQ Battery and IQ System Controller 2 and to deflect heat.
IQ Combiner 4C X-IQ-AM1-240-4C X2-IQ-AM1-240-4C (IEEE 1547:2018)	IQ Combiner 4C with IQ Gateway printed circuit board for integrated revenue grade PV production metering (ANSI C12.20 ± 0.5%) and consumption monitoring (± 2.5%). Includes Mobile Connect cellular modem (CELLMODEM-M1-06-SP-05), a plug-and-play industrial-grade cell modem for systems up to 60 microinverters. (Available in the US, Canada, Mexico, Puerto Rico, and the US Virgin Islands, where there is adequate cellular service in the installation area.) Includes a silver solar shield to match the IQ Battery and IQ System Controller and to deflect heat.
ACCESSORIES AND REPLACEMENT PARTS	(not included, order separately)
Supported microinverters	IQ6, IQ7, and IQ8. (Do not mix IQ6/7 Microinverters with IQ8)
Communications Kit COMMS-CELLMODEM-M1-06 CELLMODEM-M1-06-SP-05 CELLMODEM-M1-06-AT-05	 - Includes COMMS-KIT-01 and CELLMODEM-M1-06-SP-05 with 5-year Sprint data plan - 4G based LTE-M1 cellular modem with 5-year Sprint data plan - 4G based LTE-M1 cellular modem with 5-year AT&T data plan
Circuit Breakers BRK-10A-2-240V BRK-15A-2-240V BRK-20A-2P-240V BRK-15A-2P-240V-B BRK-20A-2P-240V-B	Supports Eaton BR210, BR215, BR220, BR230, BR240, BR250, and BR260 circuit breakers. Circuit breaker, 2 pole, 10A, Eaton BR210 Circuit breaker, 2 pole, 15A, Eaton BR215 Circuit breaker, 2 pole, 20A, Eaton BR220 Circuit breaker, 2 pole, 15A, Eaton BR215B with hold down kit support Circuit breaker, 2 pole, 20A, Eaton BR220B with hold down kit support
XA-SOLARSHIELD-ES	Replacement solar shield for IQ Combiner 4/4C
XA-PLUG-120-3	Accessory receptacle for Power Line Carrier in IQ Combiner 4/4C (required for EPLC-01)
X-IQ-NA-HD-125A	Hold-down kit for Eaton circuit breaker with screws
Consumption monitoring CT (CT-200-SPLIT/CT-200-CLAMP)	A pair of 200A split core current transformers
ELECTRICAL SPECIFICATIONS	
Rating	Continuous duty
System voltage	120/240VAC, 60 Hz
Eaton BR series busbar rating	125A
Max. continuous current rating	65A
Max. continuous current rating (input from PV/storage)	64A
Max. fuse/circuit rating (output)	90A
Branch circuits (solar and/or storage)	Up to four 2-pole Eaton BR series Distributed Generation (DG) breakers only (not included)
Max. total branch circuit breaker rating (input)	80A of distributed generation/95A with IQ Gateway breaker included
IQ Gateway breaker	10A or 15A rating GE/Siemens/Eaton included
Production metering CT	200A solid core pre-installed and wired to IQ Gateway
MECHANICAL DATA	
Dimensions (WxHxD)	37.5 cm x 49.5 cm x 16.8 cm (14.75 in x 19.5 in x 6.63 in). Height is 53.5 cm (21.06 in) with mounting brackets.
Weight	7.5 kg (16.5 lbs)
Ambient temperature range	-40°C to +46°C (-40°F to 115°F)
Cooling	Natural convection, plus heat shield
Enclosure environmental rating	Outdoor, NRTL-certified, NEMA type 3R, polycarbonate construction
Wire sizes	• 20A to 50A breaker inputs: 14 to 4 AWG copper conductors • 60A breaker branch input: 4 to 1/0 AWG copper conductors • Main lug combined output: 10 to 2/0 AWG copper conductors • Neutral and ground: 14 to 1/0 copper conductors • Always follow local code requirements for conductor sizing.
Altitude	Up to 3,000 meters (9,842 feet)
INTERNET CONNECTION OPTIONS	
Integrated Wi-Fi	IEEE 802.11b/g/n
Cellular	CELLMODEM-M1-06-SP-05, CELLMODEM-M1-06-AT-05 (4G based LTE-M1 cellular modem). Note that an Mobile Connect cellular modem is required for all Enphase Energy System installations.
Ethernet	Optional, IEEE 802.3, Cat5E (or Cat6) UTP Ethernet cable (not included)
COMPLIANCE	
Compliance, IQ Combiner	CA Rule 21 (UL 1741-SA) IEEE 1547:2018 - UL 1741-SB, 3rd Ed. (X2-IQ-AM1-240-4 and X2-IQ-AM1-240-4C) CAN/CSA C22.2 No. 107.1, Title 47 CFR, Part 15, Class B, ICES 003 Production metering: ANSI C12.20 accuracy class 0.5 (PV production) Consumption metering: accuracy class 2.5
Compliance, IQ Gateway	UL 60601-1/CANCSA 22.2 No. 61010-1

© 2022 Enphase Energy. All rights reserved. Enphase, the Enphase logo, IQ Combiner 4/4C, and other names are trademarks of Enphase Energy, Inc. Data subject to change.

IQ-C-4-4C-DS-0103-EN-US-12-29-2022

lumio

VERSION		
DESCRIPTION	DATE	REV
INITIAL RELEASE	03-21-2024	UR

PROJECT NAME

JAMES NOLAND
2420 SE 52ND AVE,
OCALA, FL 34480, USA
UTILITY: OCALA ELECTRIC UTILITY (OEU)
APN: 2973004020
AHJ: MARION COUNTY
PROJECT NUMBER: P-0096779

SHEET NAME
SPEC SHEETS

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
PV-9

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D
1498
CONTRACT# ELE/250763

Q.PEAK DUO BLK ML-G10+ SERIES

390 - 410 Wp | 132 Cells
20.9 % Maximum Module Efficiency

MODEL Q.PEAK DUO BLK ML-G10+/t

Breaking the 20 % efficiency barrier
Q.ANTUM DUO Z Technology with zero gap cell layout boosts module efficiency up to 20.9 %.

A reliable investment
Inclusive 25-year product warranty and 25-year linear performance warranty[1].

Enduring high performance
Long-term yield security with Anti LeTID Technology, Anti PID Technology[2] and Hot-Spot Protect.

Extreme weather rating
High-tech aluminium alloy frame, certified for high snow (5400 Pa) and wind loads (4000 Pa).

Innovative all-weather technology
Optimal yields, whatever the weather with excellent low-light and temperature behaviour.

The most thorough testing programme in the industry
Qcells is the first solar module manufacturer to pass the most comprehensive quality programme in the industry: The new "Quality Controlled PV" of the independent certification institute TÜV Rheinland.

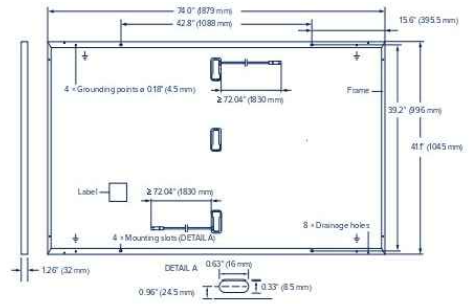
[1] See data sheet on rear for further information.
[2] APT test conditions according to IEC / TS 62804-1:2015, method A (−1500 V, 96 h)

The ideal solution for:
Rooftop arrays on residential buildings

Q.PEAK DUO BLK ML-G10+ SERIES

Mechanical Specification

Format	74.0 in × 41.1 in × 1.26 in (including frame) (1879 mm × 1045 mm × 32 mm)
Weight	48.5 lbs (22.0 kg)
Front Cover	0.13 in (3.2 mm) thermally pre-stressed glass with anti-reflection technology
Back Cover	Transparent composite film with black grid
Frame	Black anodised aluminium
Cell	6 × 22 monocrystalline Q.ANTUM solar half cells
Junction box	2.09-3.98 in × 1.26-2.36 in × 0.59-0.71 in (53-101 mm × 32-60 mm × 15-18 mm), IP67, with bypass diodes
Cable	4 mm² Solar cable; (+) ≥ 72.04 in (1830 mm), (−) ≥ 72.04 in (1830 mm)
Connector	Stäubli MC4; IP68



Electrical Characteristics

POWER CLASS			390		395		400		405		410	
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC[1] (POWER TOLERANCE +5 W / −0 W)				BSTC*		BSTC*		BSTC*		BSTC*		BSTC*
Minimum	Power at MPP[1]	P_{MPP}	[W]	390	426.6	395	432.1	400	437.5	405	443.0	410	448.5
	Short Circuit Current[1]	I_{SC}	[A]	11.01	12.05	11.04	12.08	11.07	12.11	11.10	12.15	11.13	12.18
	Open Circuit Voltage[1]	V_{OC}	[V]	45.49	45.65	45.52	45.68	45.55	45.72	45.59	45.75	45.62	45.78
	Current at MPP	I_{MPP}	[A]	10.39	11.37	10.45	11.43	10.50	11.49	10.56	11.55	10.61	11.61
	Voltage at MPP	V_{MPP}	[V]	37.54	37.53	37.81	37.81	38.09	38.08	38.36	38.35	38.63	38.62
	Efficiency[1]	η	[%]	≥ 19.9		≥ 20.1		≥ 20.4		≥ 20.6		≥ 20.9	

Bifaciality of P_{MPP} and I_{SC} 70 % ±10 % • Bifaciality given for rear side irradiation on top of STC (front side) • According to IEC 60904-1-2according to IEC 60904-3

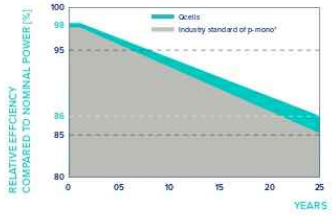
[1]Measurement tolerances P_{MPP} ±3 %; I_{SC}; V_{OC} ±5 % at STC: 1000 W/m²; *at BSTC: 1000 W/m² + φ × 135 W/m², φ = 70 % ±10 %, 25 ± 2 °C, AM 1.5 according to IEC 60904-3

MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT[2]

Minimum	Power at MPP	P_{MPP}	[W]	292.6	296.3	300.1	303.8	307.6
	Short Circuit Current	I_{SC}	[A]	8.87	8.89	8.92	8.94	8.97
	Open Circuit Voltage	V_{OC}	[V]	42.90	42.93	42.96	42.99	43.03
	Current at MPP	I_{MPP}	[A]	8.16	8.21	8.26	8.31	8.36
	Voltage at MPP	V_{MPP}	[V]	35.86	36.10	36.33	36.57	36.80

[1]Measurement tolerances P_{MPP} ±3 %; I_{SC}; V_{OC} ±5 % at STC: 1000 W/m², 25 ± 2 °C, AM 1.5 according to IEC 60904-3 • [2]800 W/m², NMOT, spectrum AM 1.5

Qcells PERFORMANCE WARRANTY

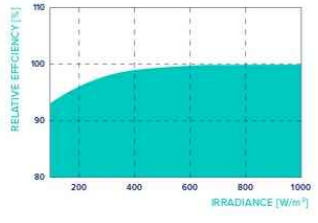


At least 98 % of nominal power during first year. Thereafter max. 0.5 % degradation per year. At least 93.5 % of nominal power up to 10 years. At least 86 % of nominal power up to 25 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Qcells sales organisation of your respective country.

*Standard terms of guarantee for the 5 PV companies with the highest production capacity in 2021 (February 2021)

PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m²).

TEMPERATURE COEFFICIENTS

Temperature Coefficient of I_{SC}	α	[%/K]	+0.04	Temperature Coefficient of V_{OC}	β	[%/K]	−0.27
Temperature Coefficient of P_{MPP}	γ	[%/K]	−0.34	Nominal Module Operating Temperature	NMOT	[°F]	109 ± 5.4 (43 ± 3 °C)

Properties for System Design

Maximum System Voltage	V_{SYS}	[V]	1000 (IEC) / 1000 (UL)	PV module classification	Class II
Maximum Series Fuse Rating		[A DC]	20	Fire Rating based on ANSI / UL 61730	TYPE 2
Max. Design Load, Push / Pull[3]		[lbs / ft²]	75 (3600 Pa) / 55 (2660 Pa)	Permitted Module Temperature on Continuous Duty	−40 °F up to +185 °F (−40 °C up to +85 °C)
Max. Test Load, Push / Pull[3]		[lbs / ft²]	113 (5400 Pa) / 84 (4000 Pa)		

[3] See Installation Manual

Qualifications and Certificates

UL 61730, CE-compliant,
Quality Controlled PV - TÜV Rheinland,
IEC 61215:2016, IEC 61730:2016,
U.S. Patent No. 9,893,215 (solar cells),

Qcells pursues minimizing paper output in consideration of the global environment.

Note: Installation instructions must be followed. Contact our technical service for further information on approved installation of this product.
Hanwha Q CELLS America Inc. 400 Spectrum Center Drive, Suite 1400, Irvine, CA 92618, USA | TEL +1 949 748 59 96 | EMAIL hqc-inquiry@qcells.com | WEB www.qcells.com

Specifications subject to technical changes © Qcells Q.PEAK_DUO_BLK_ML-G10+_t_series_390-410_2022-10_Rev01_NA

lumio

VERSION		
DESCRIPTION	DATE	REV
INITIAL RELEASE	03-21-2024	UR

PROJECT NAME
JAMES NOLAND
2420 SE 52ND AVE,
OCALA, FL 34480, USA
UTILITY: OCALA ELECTRIC UTILITY (OEU)
APN: 2973004020
AHJ: MARION COUNTY
PROJECT NUMBER: P-0096779

SHEET NAME
SPEC SHEETS

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
PV-7

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D
1499
CONTRACT# ELE/250763

Certificate Of Completion

Envelope Id: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D
Status: Completed
Subject: SIGNATURE: Net-Metering Agreement - James Noland (ELE/250763)
Source Envelope:
Document Pages: 26
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/18/2025 7:54:08 PM
Holder: April Adolf
aadolf@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
William E. Sexton wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/18/2025 8:15:43 PM Viewed: 6/26/2025 4:17:32 PM Signed: 6/26/2025 4:24:06 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@Ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/26/2025 4:24:09 PM Viewed: 6/27/2025 11:04:38 AM Signed: 6/27/2025 11:05:15 AM
Electronic Record and Signature Disclosure: Accepted: 6/27/2025 11:04:38 AM ID: b6d3de18-494f-431a-873c-b31b1432b1e4		
Chris Gowder chris.gowder@fmpa.com Chief Sys Ops & Tech Officer Security Level: Email, Account Authentication (None)	DocuSigned by: 087F58EBB34B474... Signature Adoption: Uploaded Signature Image Using IP Address: 2600:387:15:2818::3 Signed using mobile	Sent: 6/27/2025 11:05:17 AM Viewed: 6/27/2025 12:37:27 PM Signed: 6/27/2025 12:37:37 PM
Electronic Record and Signature Disclosure: Accepted: 6/27/2025 12:37:27 PM ID: de2f537b-db08-4d69-88ad-44d1fe795eb7		

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	6/18/2025 8:15:43 PM
Certified Delivered	Security Checked	6/27/2025 12:37:27 PM
Signing Complete	Security Checked	6/27/2025 12:37:37 PM
Completed	Security Checked	6/27/2025 12:37:37 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 19.0
CANCELS ORIGINAL SHEET NO. 19.0

APPLICATION FOR INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

TIER 1 - Ten (10) kW or Less
TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW
TIER 3 - Greater than 100 kW and Less Than or Equal to Two (2) MW

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net-metering customers located in the area served by the City of Ocala Electric Utility. Please refer to the Ocala Electric Utility Net-Metering Rate Schedule.

Ocala Electric Utility customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with the Ocala Electric Utility system are required to complete this application. When the completed application and fees are returned to Ocala Electric Utility, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained at Ocala Electric Utility, located at 201 SE 3rd Street, Ocala, Florida 34471, or may be requested by email from OEU@ocalafl.org.

1. Customer Information

Name: Justin C. Grammont

Mailing Address: 3221 SE 34th Street

City: Ocala State: FL Zip Code: 34471

Phone Number: 978-514-5049 Alternate Phone Number: _____

Email Address: justingrammont@yahoo.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 550490-207026

2. RGS Facility Information

Facility Location: 3221 Se 34th Street Ocala, Fl. 34471

Ocala Electric Utility Customer Account Number: 550490-207026

RGS Manufacturer: HD Hyundai Energy Solutions

Manufacturer's Address: 3 Corporate Park Suite 235
Irvine, Ca. 92606

Reference or Model Number: HiS-S410YH(BK) 13 Modules (410W)

Serial Number: ENPHASE IQ8MC-72-M-US Inverters (13)

(Continued on Sheet No.19.1)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

Existing 4.76kWac RGS-Adding a 4.53kWac-Total 9.29kWac

3. Facility Rating Information

Gross Power Rating: 4.53kWac ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Ocala Electric Utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: Solar PV

Anticipated In- Service Date: 4/30/25

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is $375 for Tier 2 and $750 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of the estimated costs of the study (to be determined at time of application) must be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility by the customer.

A. Documentation demonstrating that the installation complies with (or most current version at time of inspection approval):

1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 19.2)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 19.1)

FIRST REVISED SHEET NO. 19.2
CANCELS ORIGINAL SHEET NO. 19.2

B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified 3rd party testing company (not affiliated in any way with the manufacturer, vendor or installation contractor), for compliance with all required and applicable codes, standards, and interconnection study requirements, prior to setting of OEU metering equipment.

C. Proof of insurance in the amount of:
Tier 1 - $100,000.00
Tier 2 - $1,000,000.00
Tier 3 - $2,000,000.00

Customer

By: Justin C. Grammont Date: 4-30-25
(Print Name)

(Signature)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 30th day of April, 20 25, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter "FMPA"), the City of Ocala doing business as Ocala Electric Utility, a body politic (hereinafter "OEU"), and Justin C. Grammont, a retail electric customer of OEU (hereinafter "Customer").

Section 1. Recitals

1.01. OEU and Customer have executed OEU's Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which OEU has agreed to permit interconnection of Customer's renewable generation to OEU's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to OEU's electric distribution system;

1.02. The City of Ocala and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU's electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU's electric customers interconnected to OEU's electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the OEU electric distribution system until Customer has executed OEU's electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions

OEU requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEU shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEU's electric distribution system.

(Continued on Sheet No. 20.1)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.0)

FIRST REVISED SHEET NO. 20.1
CANCELS ORIGINAL SHEET NO. 20.1

Section 3. Metering

3.01 In accordance with the OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation, OEU shall install metering equipment at the point of delivery capable of recording two separate kWh meter readings: (1) the flow of electricity from OEU to the Customer (Delivered), and (2) the flow of excess electricity from the Customer to OEU. OEU shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset Customer's demand for OEU's electricity. All electric power and energy delivered by OEU to Customer shall be received and paid for by Customer to OEU (Received) pursuant to the terms, conditions and rates of the OEU otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the OEU Electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to the OEU electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from OEU.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by OEU to the Customer in accordance with the OEU Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

4.04. FMPA and OEU shall not be required to purchase or receive excess customer-owned renewable generation, and may require Customer to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any OEU equipment or part of OEU's system; or (b) if either FMPA or OEU determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

4.05. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU electric system.

Section 5. Renewable Energy Credits

5.01. Customer shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to OEU electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer-owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the Customer for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the Customer's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by OEU or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

(Continued on Sheet No. 20.3)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02 Amendment. It is understood and agreed that FMPA and OEU reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and OEU may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event, FMPA and OEU will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and OEU, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Marion County, Florida, or the United States District Court sitting in Marion County, Florida, as appropriate.

(Continued on Sheet No. 20.4)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

(Continued from Sheet No. 20.3)

7.05. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.06. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, OEU, and Customer and no right nor shall any cause of action accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, OEU, or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, OEU, and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by either FMPA or OEU of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

(Continued on Sheet No. 20.5)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.4)

FIRST REVISED SHEET NO. 20.5
CANCELS ORIGINAL SHEET NO. 20.5

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility

By: Signed by: Janice Mitchell 55198B43858A4E1...
Title: CFO
Date: 6/27/2025

Florida Municipal Power Agency

By: DocuSigned by: 087F58EBB34B474...
Title: Chief Sys Ops & Tech Officer
Date: 6/27/2025

Customer

By: Justin C. Grammont Date: 4-30-25
(Print Name)
(Signature)

Customer's City of Ocala Electric Utility Account Number: 550490-207026

Approved as to form and legality:

Signed by: William E. Sexton 4A5C6B8A8BED04F3...
William E. Sexton, Esq.
City Attorney

(Continued on Sheet No. 20.6)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

Tri-Party Net-Metering Power Purchase Agreement
Schedule A

I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

a) FMPA shall pay OEU for the excess kWh energy delivered by customer-owned renewable generation to OEU's electric system. Every month, OEU shall determine the total kWh of customer-owned renewable generation that is delivered to OEU's electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to OEU in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

ARP Renewable Generation Credit = Quarterly Energy Rate * Monthly kWh of excess customer-owned renewable generation

Quarterly Energy Rate = 3 month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.

b) As part of the monthly bill adjustment, FMPA will also increase OEU's kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto OEU's electric system has been purchased by FMPA, but will remain on OEU's electric system and be used by OEU to meet its other customers' electric needs. As a result, OEU's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to OEU.

II. Payment for Unused Excess Energy Credits

a) Monthly excess energy credits shall accumulate and be used to offset the Customer's following month energy consumption bill for a period of not more than twelve (12) months.

b) At the end of each calendar year, OEU shall pay the Customer for any unused excess energy credits in accordance with the OEU Electric Net-Metering Service Rate Schedule.

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 30th day of April, 20 25, by and between Justin C. Grammont, (hereinafter called "**Customer**"), located at 3221 SE 34th Street in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereinafter called OEU), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 3221 Se 34th Street Ocala, Fl. 34471.

WITNESSETH

Whereas, a Tier 1 Renewable Generation System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than ten (10) kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, OEU operates an electric system serving the City of Ocala; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU' electrical supply grid at the location identified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU' ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, the OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

(Continued on Sheet No. 21.1)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.0)

FIRST REVISED SHEET NO. 21.1
CANCELS ORIGINAL SHEET NO. 21.1

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and the City of Ocala Electric Utility (OEU).

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with OEU's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify OEU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the ten kilowatt (10 kW) limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above two megawatts (2MW).

4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU calculated distribution service rating at the Customer's location (including shared electric facilities). If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached. OEU will not allow a RGS GPR greater than required to offset the customer's annual kWh energy consumption (based on customer's historical consumption data or by means of estimated usage of similar type of service as determined by OEU).

5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.

6. The Customer shall fully comply with OEU's Design Standards following NEC standards as those documents may be amended or revised by OUS from time to time.

7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version at time of inspection approval):

a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources.*
d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
e. The manufacturer's installation, operation and maintenance instructions.

(Continued to Sheet No. 21.2)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 21.2
CANCELS ORIGINAL SHEET NO. 21.2

(Continued from Sheet No. 21.1)

8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than OEU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to OEU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to OEU.

10. Prior to commencing parallel operation with OEU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to OEU.

11. The Customer agrees to permit OEU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide OEU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet OEU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to OEU advising of the date and time at which Customer intends to place the system in service, and OEU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 21.3)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes an OEU interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU's electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If Customer adds another RGS that (i) utilizes the same OEU interactive inverter for both systems, or (ii) utilizes a separate OEU interactive inverter for each system, Customer shall provide OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU' systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on OEU system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of OEU system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to OEU's system, such that back feed from the customer-owned renewable generation system to OEU's system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

(Continued on Sheet No. 21.4)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by OEU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to OEU at least thirty (30) calendar days prior to beginning parallel operations with OEU's electric system, subject to the requirements of Section 18, below, and within one (1) year after OEU executes this Agreement.

18. Once OEU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to an OEU representative, OEU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. OEU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars ($100,000.00).

20. OEU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by OEU to Customer, and measure the energy delivered by Customer to OEU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to OEU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide OEU with a copy of the local building code official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 21.5)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

23. In no event shall any statement, representation, or lack thereof, either express or implied, by OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OEU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, OEU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. OEU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from OEU' electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. OEU system emergencies, forced outages, uncontrollable forces or compliance with prudent electric OEU practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on OEU's system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical affects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OEU.
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
f. When the Customer fails to make any payments due to OEU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, OEU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from OEU's electric supply system, notify OEU that the isolation is complete, and coordinate with OEU for return of OEU's lock.

(Continued to Sheet No. 21.6)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

(Continued from Sheet No. 21.5)

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.
b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

(Continued on Sheet No. 21.7)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Marion County, Florida, and OEU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of OEU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEU, including OEU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. OEU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, OEU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement, which complies with the amended statutes/rules.

(Continued on Sheet No. 21.8)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

32. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the OEU's Net-Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU system.

33. This Agreement is solely for the benefit of OEU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than OEU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon OEU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by OEU of the sovereign immunity applicable to OEU as established by Florida Statutes, 768.28.

(Continued on Sheet No. 21.9)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.8)

FIRST REVISED SHEET NO. 21.9
CANCELS ORIGINAL SHEET NO. 21.9

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility:

By: Signed by: Janice Mitchell 55198B43858A4E1...

Title: CFO

Date: 6/27/2025

Customer:

By: Justin C. Grammont
(Print Name)

(Signature)

Date: 4-30-25

City of Ocala Electric Utility Account Number:

550490-207026

Approved as to form and legality:

Signed by: William E. Sexton A4E5A9BABED04F3...

William E. Sexton, Esq.
City Attorney

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

CONTRACT# ELE/250762

Policy Declarations

Policy Type: Dwelling Fire Dwelling Owner DF3 DO
Policy Number: P000838333
Policy Effective Date: 07/18/2024 12:01 AM
Policy Expiration Date: 07/18/2025 12:01 AM
Date Printed: 05/29/2024

Security First Insurance Company

P.O. BOX 105651
ATLANTA, GA 30348-5651

Agent Contact Information

DREW DITTY AGENCY, INC.
DREW DITTY
2201 SE 30th Ave Ste 401
Ocala, FL 34471-7500

Email: JeneeNix@allstate.com
Phone: (352) 732-9632

Agency ID: X03004 **Agent License #:** A069231

Premium Information

Total Premium Amount: $4,667.95

Hurricane Premium: $965.00
Non-Hurricane Premium: $3,630.00
Total Policy Premium before Fees: $4,595.00
Total Policy Fees: $72.95
See additional premium detail on page 2

Named Insured(s)

Named Insured: Justin Grammont
Mailing Address: 3221 SE 34TH ST, OCALA, FL 34471-6963
Email Address: justingrammont@yahoo.com Phone: (978) 514-5049

Coverage Information

COVERAGE IS PROVIDED WHERE A PREMIUM OR LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE

Insured Property Location 3221 SE 34TH ST, OCALA, FL 34471-6963 County: MARION

Property Coverages	Limit	Premium
Coverage A (Dwelling)	$244,000	$3,129.00
Coverage B (Other Structures)	$24,400	Included
Coverage C (Personal Property)	$60,000	$847.00
Coverage D & E (Fair Rental Value & Additional Living Expense)	$24,400	Included
Liability Coverages		
Coverage L (Personal Liability)	$100,000	$60.00
Coverage M (Medical Payments to Others)	$1,000	Included
	Amount	
All Other Perils Deductible	$1,000	
Hurricane Deductible	**$4,880(2% of Cov A)**	
Water Deductible	$1,000	

© Security First Insurance Company

TRA2-D-000699/000425 VC3TYN S1-EF-M1-C00002

1462
Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

WIRE TAG #	WIRE FROM --	CONDUIT (TBD ON SITE)	WIRE QTY	WIRE GAUGE	WIRE RATING	GRND SIZE	GRND WIRE TYPE
1	ARRAY TO JUNCTION BOX	TRUNK CABLE	4	#12	TRUNK CABLE	#6 OR #8	SBC
2	JUNCTION BOX TO COMBINER PANEL	MIN 3/4" CONDUIT	4	#10	THHN	#8	THWN-2
3A	COMBINER PANEL TO ACD #1	MIN 3/4" CONDUIT	3	#10	THHN	#8	THWN-2
3B	ACD #1 TO ACD #2	MIN 3/4" CONDUIT	3	#10	THHN	#8	THWN-2
4	ACD TO MAIN SERVICE PANEL	MIN 3/4" CONDUIT	3	#6	THHN	N/A	N/A
5	SERVICE WIRES	MIN 1.25" CONDUIT	3	#1	THHN	N/A	N/A
E	EXISTING WIRES	-	-	-	-	-	-

SYSTEM DATA

# STRINGS:	2
LARGEST STRING:	7
TOTAL MODULES:	13
TOTAL INVERTERS:	13
SYSTEM RATINGS:	5,330W DC STC
TOTAL AC OUPUT:	17.29A

MICROINVERTER CALCULATIONS	INVERTER QTY		NOC		NECS	STRING AMPS	OCP	WIRE GAUGE
MAXIMUM STRING OUTPUT	7	x	1.33A	x	1.25	= 11.64A	20A	#10
TOTAL OUTPUT	13	x	1.33A	x	1.25	= 21.61A	30A	#10

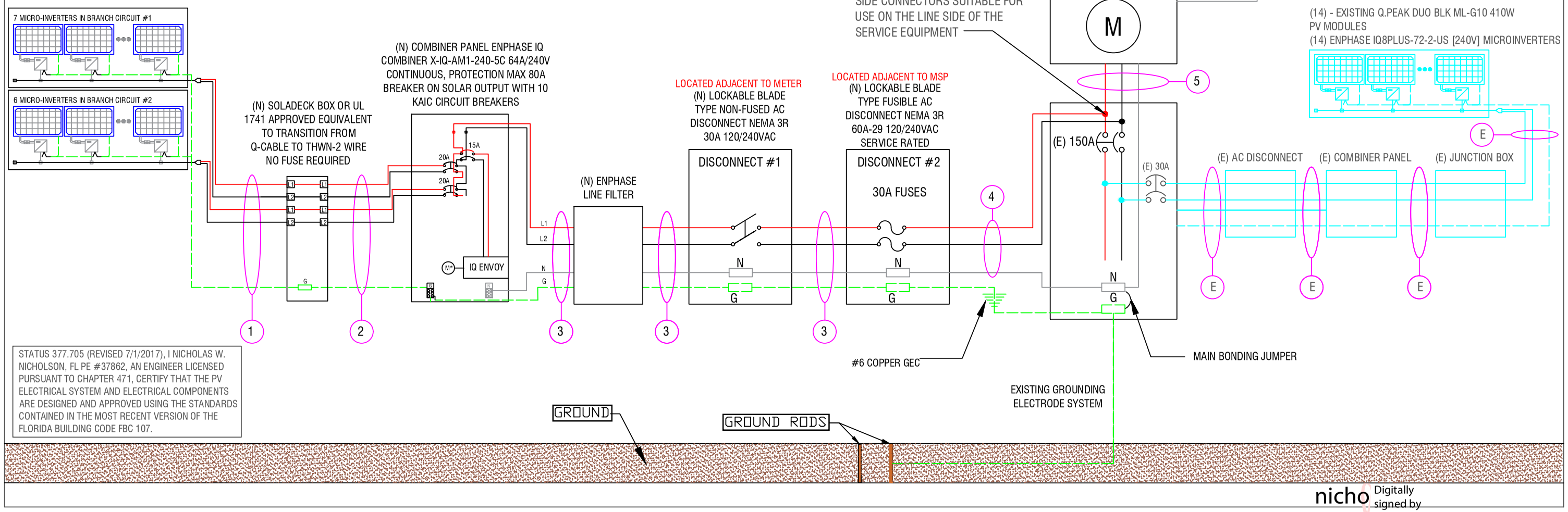
ENPHASE Q CABLE TO BE ATTACHED TO RAIL
MIN. 3-1/2" ABOVE ROOF SURFACE

GROUNDING CONDUCTOR TO BE PROTECTED #8 AWG OR TO BE UNPROTECTED #6 AWG
250.64(B) 250.66 & 250.120(C)

(13) - HYUNDAI HiS-S410YH(BK) PV MODULES
(13) ENPHASE IQ8MC-72-M-US [240V] MICROINVERTERS
240VAC, 1.33A MAX
CEC WEIGHTED EFFICIENCY 97.0%
NEMA 4R, UL LISTED, INTERNAL GFDI

Plans have not been reviewed for Electrical.

All Electrical work to be field verified.



STATUS 377.705 (REVISED 7/1/2017), I NICHOLAS W. NICHOLSON, FL PE #37862, AN ENGINEER LICENSED PURSUANT TO CHAPTER 471, CERTIFY THAT THE PV ELECTRICAL SYSTEM AND ELECTRICAL COMPONENTS ARE DESIGNED AND APPROVED USING THE STANDARDS CONTAINED IN THE MOST RECENT VERSION OF THE FLORIDA BUILDING CODE FBC 107.

SOLARIA SOLAR AND ROOFING
3144 JOHN YOUNG PKWY
ORLANDO, FL 32804
PHONE: 321-234-9000
LIC #: EC 13011137

REVISIONS

DESCRIPTION	DATE	REV

PROJECT NAME: JUSTIN GRAMMONT

PROJECT ADDRESS: 3221 SE 34TH ST, OCALA, FL 34471

SHEET NAME: 3-LINE DIAGRAM

SHEET NUMBER: E-01

SHEET SIZE: ANSI B 11"x17"

NICHOLAS WILLIAM NICHOLSON LICENSE No. 37862 STATE OF FLORIDA PROFESSIONAL ENGINEER

nicholas w nicholson
Digitally signed by nicholas w nicholson
Date: 2025.03.24 10:21:10 -04'00'

CONTRACT# ELE/250762

1493
Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

GENERAL INSTALLATION PLAN NOTES:

1. ROOF ATTACHMENTS SHALL BE INSTALLED AS SHOWN IN SHEET S-01 AND AS FOLLOWS FOR EACH WIND ZONE.

WIND ZONE 1: 6'-0" O.C.
WIND ZONE 2: 6'-0" O.C.
WIND ZONE 3: 6'-0" O.C.

THE PERIMETER WIDTH OF WIND UPLIFT ZONES IS 3 FT

SYSTEM LEGEND

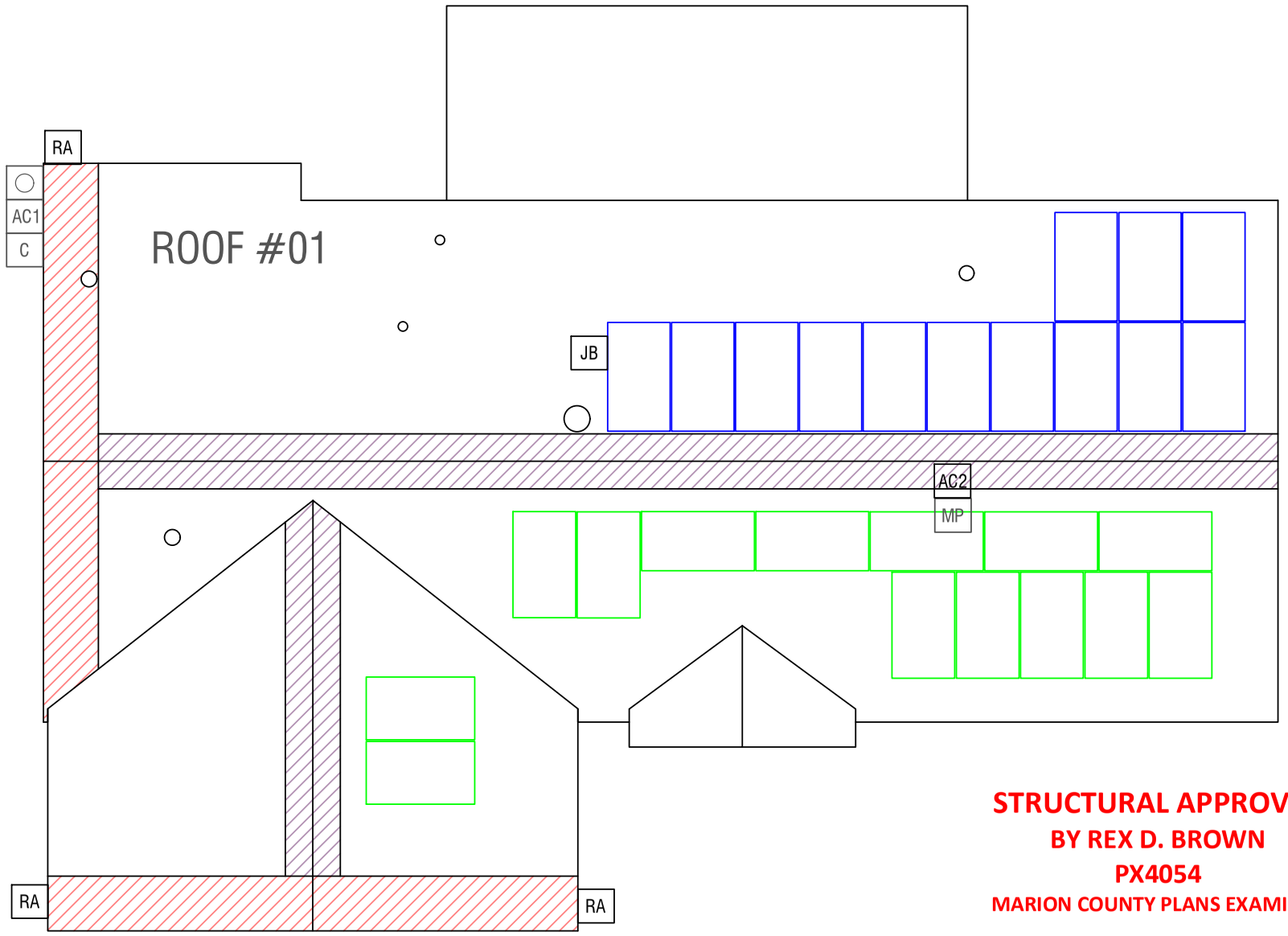
- ◯ EXISTING UTILITY METER
- MP EXISTING MAIN SERVICE PANEL
- C NEW DEDICATED PV SYSTEM COMBINER PANEL.
- JB NEW JUNCTION BOX.
- AC1 NEW PHOTOVOLTAIC UTILITY DISCONNECT SWITCH. LOCATED WITHIN 10' OF METER.
- RA ROOF ACCESS POINT
- AC2 NEW PHOTOVOLTAIC UTILITY DISCONNECT SWITCH. LOCATED WITHIN 10' OF MSP.
- 13 NEW HYUNDAI HiS-S410YH(BK) MODULES WITH NEW 13 - ENPHASE IQ8MC-72-M-US [240V] INVERTERS, MOUNTED ON THE BACK OF EACH MODULE
- 14 EXISTING Q.PEAK DUO BLK ML-610+ 410W MODULES

□◯ = ROOF OBSTRUCTIONS
= 36" FIRE PATHWAY
= 18" FIRE PATHWAY

ROOF SECTIONS

ROOF #01

MODULE: 13
SLOPE: 21°
AZIMUTH: 359°
MATERIAL: COMPOSITION SHINGLES
RAFTER SIZE: 2"X4" @ 24 O.C.
AREA OF MODULES: 279.46 FT²



STRUCTURAL APPROVAL
BY REX D. BROWN
PX4054
MARION COUNTY PLANS EXAMINER

FRONT OF HOME

SE 34TH STREET

GENERAL NOTES FIRE SAFETY NOTES:

ROOF ACCESS POINTS SHALL BE DEFINED AS AREAS WHERE FIRE DEPARTMENT LADDERS ARE NOT PLACED OVER OPENINGS (WINDOWS OR DOORS), ARE LOCATED AT STRONG POINTS OF BUILDING CONSTRUCTION, AND ARE IN LOCATIONS WHERE THEY WILL NOT CONFLICT WITH OVERHEAD OBSTRUCTIONS (TREE LIMBS, WIRES, OR SIGNS). (NFPA 1 11.12.2.2.1.3)

· PHOTOVOLTAIC MODULES SHALL BE LOCATED IN A MANNER THAT PROVIDES TWO 3 FT WIDE ACCESS PATHWAYS FROM THE EAVE TO THE RIDGE ON EACH ROOF SLOPE WHERE THE MODULES ARE LOCATED. (NFPA 1 11.10.2.2.2.1.2)

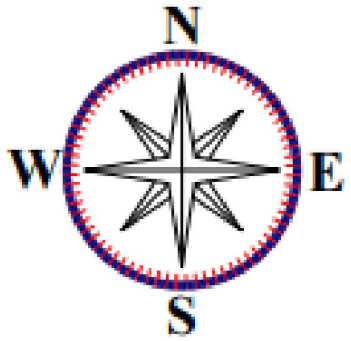
· FIRST RESPONDER ACCESS WILL BE A MINIMUM OF 36" UNOBSTRUCTED (PER 2021 IRC, SECTION R324)

· MEET ALL REQUIREMENTS OF FLORIDA FIRE PREVENTION CODE 2021 & ALL REQUIREMENTS OF 2021 EDITIONS OF NFPA-1 AND NFPA-10.

· PHOTOVOLTAIC MODULES SHALL BE LOCATED NO LESS THAN 3 FT BELOW THE RIDGE. (NFPA 1 11.10.2.2.2.2)
· THIS SYSTEM UTILIZES MICROINVERTERS. THERE ARE NO DC CIRCUITS OUTSIDE OF THE ARRAY PERIMETER OR INSIDE THE BUILDING.

· CABLES, WHEN RUN BETWEEN ARRAYS, SHALL BE ENCLOSED IN CONDUIT.

TOTAL PLAN AREA OF ROOF: 2,702.34 FT²
TOTAL AREA OF MODULES: 575.35 FT²
MODULE COVERAGE: 21.29%



SOLARIA SOLAR AND ROOFING
3144 JOHN YOUNG PKWY
ORLANDO, FL 32804
PHONE: 321-234-9000
LIC #: EC 13011137

REVISIONS

DESCRIPTION	DATE	REV

PROJECT NAME: JUSTIN GRAMMONT

PROJECT ADDRESS: 3221 SE 34TH ST, OCALA, FL 34471

SHEET NAME: SITE PLAN

SHEET NUMBER: A-01

SHEET SIZE: ANSI B 11"x17"

NICHOLAS WILLIAM NICHOLSON LICENSE No. 37862 STATE OF FLORIDA PROFESSIONAL ENGINEER

nicholas w nicholson
Digitally signed by nicholas w nicholson
Date: 2025.03.24 10:20:40 -04'00'

CONTRACT# ELE/250762

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

ENPHASE.

CONTRACT# ELE/250762

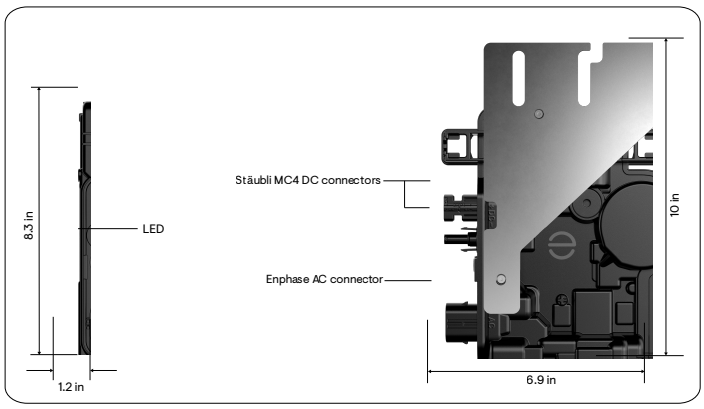
NORTH AMERICA | DATA SHEET

IQ8MC Microinverter

Our newest IQ8 Series Microinverters[1, 2, 3] are the industry's first microgrid-forming[4], software-defined microinverters with split-phase power conversion capability to convert DC power to AC power efficiently.

UL CERTIFIED

Key specifications	IQ8MC-72-M-US @240 VAC	IQ8MC-72-M-US @208 VAC
Peak output power	330 VA	315 VA
Nominal grid voltage (L-L)	240 V split-phase (L-L), 180°	208 V single-phase (L-L), 120°
Nominal frequency	60 Hz	60 Hz
CEC weighted efficiency	97%	96.5%
Maximum input DC voltage	60 V	60 V
MPPT voltage range	25–45 V	25–45 V
Maximum module I_{sc}	20 A	20 A
Ambient temperature range	–40°C to 65°C (–40°F to 149°F)	



Simple

- Lightweight and compact with plug-and-play connectors
- Power line communication (PLC) between components
- Faster installation with simple two-wire cabling

Reliable

- Produces power even when the grid is down[4]
- More than one million cumulative hours of testing
- Industry-leading limited warranty of up to 25 years
- Class II double-insulated enclosure
- Optimized for the latest high-powered PV modules

Microgrid-forming

- Complies with the latest advanced grid support
- Remote automatic updates for the latest grid requirements
- Configurable to support a wide range of grid profiles
- Meets CA Rule 21 (UL 1741-SA) and IEEE 1547:2018 (UL 1741-SB 3rd Ed.)

nicholas w nicholson

Digitally signed by nicholas w nicholson
Date: 2025.03.24 10:22:12 -04'00'

[1] IQ8 Series Microinverters can be added to existing IQ7 systems on the same IQ Gateway only in the following grid-tied configurations: Solar Only or Solar + Battery (IQ Battery 3T/10T and IQ Battery 5P) without backup.
[2] IQ7 Series Microinverters cannot be added to a site with existing IQ8 Series Microinverters on the same gateway. Mixed system of IQ7 and IQ8 will not support IQ8-specific PCS features and grid-forming capabilities.
[3] IQ Microinverters ship with default settings that meet North America's IEEE 1547 interconnection standard requirements. Region-specific adjustments may be requested by an Authority Having Jurisdiction (AHJ) or utility representative, according to the IEEE 1547 interconnection standard. Use an IQ Gateway to make these changes during installation.
[4] Meets UL 1741 only when installed with IQ System Controller 2 or 3.

© 2024 Enphase Energy. All rights reserved. Enphase, the e and CC logos, IQ, and certain other marks listed at https://enphase.com/trademark-usage-guidelines are trademarks of Enphase Energy, Inc. in the U.S. and other countries. Data subject to change.

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

Input data (DC)	Units	IQ8MC-72-M-US
Commonly used module pairings[5]	W	260–460
Module compatibility	—	To meet compatibility, PV modules must be within the following max. input DC voltage and max. module I_{sc}. Module compatibility can be checked at https://enphase.com/installers/microinverters/calculator.
MPPT voltage range	V	25–45
Operating range	V	18–58
Min./Max. start voltage	V	22/58
Max. input DC voltage	V	60
Max. continuous operating DC current	A	14
Max. input DC short-circuit current	A	25
Max. module I_{sc}	A	20
Overvoltage class DC port	—	II
DC port backfeed current	mA	0
PV array configuration	—	Ungrounded array; no additional DC side protection required; AC side protection requires a maximum of 20 A per branch circuit.

Output data (AC)	Units	IQ8MC-72-M-US @240 VAC	IQ8MC-72-M-US @208 VAC
Peak output power	VA	330	315
Max. continuous output power	VA	320	310
Nominal grid voltage (L-L)	V	240, split-phase (L-L), 180°	208, single-phase (L-L), 120°
Min./Max. grid voltage[6]	V	211–264	183–229
Max. continuous output current	A	1.33	1.49
Nominal frequency	Hz	60	
Extended frequency range	Hz	47–68	
AC short-circuit fault current over three cycles	Arms	2.70	
Max. units per 20 A (L-L) branch circuit[7]	—	12	10
Total harmonic distortion	%	<5	
Overvoltage class AC port	—	III	
AC port backfeed current	mA	18	
Power factor setting	—	1.0	
Grid-tied power factor (adjustable)	—	0.85 leading ... 0.85 lagging	
Peak efficiency	%	97.4	97.2
CEC weighted efficiency	%	97.0	96.5
Nighttime power consumption	mW	33	25

Mechanical data	IQ8MC-72-M-US
Ambient temperature range	–40°C to 65°C (–40°F to 149°F)
Relative humidity range	4% to 100% (condensing)

nicholas w nicholson
Digitally signed by nicholas w nicholson
Date: 2025.03.24 10:22:23 -04'00'

[5] No enforced DC/AC ratio.
[6] Nominal voltage range can be extended beyond nominal if required by the utility.
[7] Limits may vary. Refer to local requirements to define the number of microinverters per branch in your area.

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

Mechanical data	IQ8MC-72-M-US
DC connector type	Stäubli MC4
Dimensions (H × W × D); Weight	212 mm (8.3") × 175 mm (6.9") × 30.2 mm (1.2"); 1.1 kg (2.43 lb)
Cooling	Natural convection – no fans
Approved for wet locations; Pollution degree	Yes; PD3
Enclosure	Class II double-insulated, corrosion-resistant polymeric enclosure
Environ. category; UV exposure rating	NEMA Type 6; outdoor

Compliance	IQ8MC-72-M-US
Certifications	CA Rule 21 (UL 1741-SA), UL 62109-1, IEEE 1547:2018 (UL 1741-SB 3rd Ed.), FCC Part 15 Class B, ICES-0003 Class B, CAN/CSA-C22.2 NO. 107.1-01. This product is UL Listed as PV rapid shutdown equipment and conforms with NEC 2014, NEC 2017, NEC 2020, and NEC 2023 section 690.12 and C22.1-2018 Rule 64-218 rapid shutdown of PV systems for AC and DC conductors when installed according to the manufacturer's instructions.

nicholas w nicholson
Digitally signed by nicholas w nicholson
Date: 2025.03.24 10:22:32 -04'00'

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

CONTRACT# ELE/250762

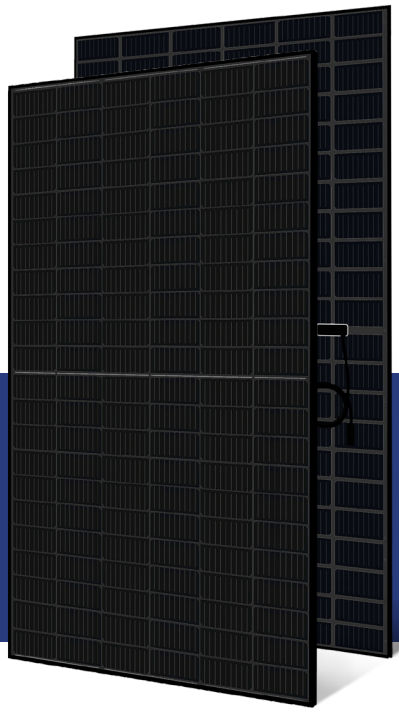
HD HYUNDAI SOLAR MODULE

25 YR WARRANTY
Product & Performance

YH SERIES

Dual Black Max

HiS-S400YH(BK) HiS-S405YH(BK) HiS-S410YH(BK)



- Bifacial Cells 132
- More Power Generation In Low Light
- All black Module For Sleek Design (Black Meshed T-Backsheet)
- Hyundai Cell

Maximized Power Generation

Increased total power output through capturing light from both the front and back of Bifacial solar modules. Back side power gain up to 25% of the front output depending on PV system design.

Half-Cut & Multi-Wire Technology

9 Wires

Improved current flow with half-cut technology and 9 thin wiring technology allows high module efficiency of up to 20.5%. It also reduces power generation loss due to micro-cracks.

Anti-LID / PID

Both LID(Light Induced Degradation) and PID(Potential Induced Degradation) are significantly reduced to ensure higher actual yield during lifetime.

Mechanical Strength

Tempered glass and reinforced frame design withstand rigorous weather conditions such as heavy snow(5,400Pa) and strong wind(5,400Pa).

UL / VDE Test Labs

HD Hyundai's R&D center is an accredited test laboratory of both UL and VDE.

Reliable Warranty

HYUNDAI

Global brand with powerful financial strength provide reliable 25-year warranty.

Hyundai's Warranty Provisions

25 YEARS
- 25-Year Product Warranty
  - Materials and workmanship

25 YEARS
- 25-Year Performance Warranty
  - Initial year : 98.0%
  - Linear warranty after second year: with 0.54%p annual degradation, 85.0% is guaranteed up to 25 years

About HD Hyundai Energy Solutions

Established in 1972, HD Hyundai Group is one of the most trusted names in the heavy industries sector and is a Fortune 500 company. As a global leader and innovator, HD Hyundai is committed to building a future growth engine by developing and investing heavily in the field of renewable energy.

As a core energy business entity of HD, HD Hyundai Energy Solutions has strong pride in providing high-quality PV products to more than 3,000 customers worldwide.

Certification

US LISTED E325005

·UL61730 certified by UL, Type 1(for Fire Class A)

nicholas w nicholson
Digitally signed by nicholas w nicholson
Date: 2025.03.24 10:21:48 -04'00'

PREMIUM
MADE IN SOUTH KOREA
Cell & Module

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

Electrical Characteristics

		Mono-Crystalline Type(HiS-S____YH(BK))		
		400	405	410
Nominal Output (Pmpp)	W	400	405	410
Open Circuit Voltage (Voc)	V	45.3	45.6	45.9
Short Circuit Current (Isc)	A	11.25	11.33	11.40
Voltage at Pmax (Vmpp)	V	37.7	37.9	38.1
Current at Pmax (Impp)	A	10.61	10.69	10.76
Module Efficiency	%	20.0	20.3	20.5
Cell Type	-	Mono crystalline, 9busbar		
Maximum System Voltage	V	1,500		
Temperature Coefficient of Pmax	%/K	-0.347		
Temperature Coefficient of Voc	%/K	-0.268		
Temperature Coefficient of Isc	%/K	+0.032		

*All data at STC / Measurement tolerances Pmpp ±3%; Isc ; Voc ±3%. Above data may be changed without prior notice.

Additional Power Gain from rear side		400	405	410
5%	W	415	425	431
15%	W	454	466	472
25%	W	494	506	513

Mechanical Characteristics

Dimensions	75.7 in (L) x 40.9 in (W) x 1.3 in (H) (1,924mm x 1,038mm x 32mm)
Weight	Approx. 46.5 lbs (21.1 kg)
Solar Cells	132 half cut bifacial cells (2 parallel x 66 half cells in series)
Output Cables	Cable : 47.2 in (1,200mm) / 4mm^2 Connector : MC4 genuine connector
Junction Box	IP68, weatherproof, IEC certified (UL listed)
Bypass Diodes	3 bypass diodes to prevent power decrease by partial shade
Construction	Front : 3.2mm, High Transmission, AR Coated Tempered Glass Encapsulant : EVA I Back Sheet : Black Meshed Transparent Backsheet
Frame	Anodized aluminum alloy type 6063

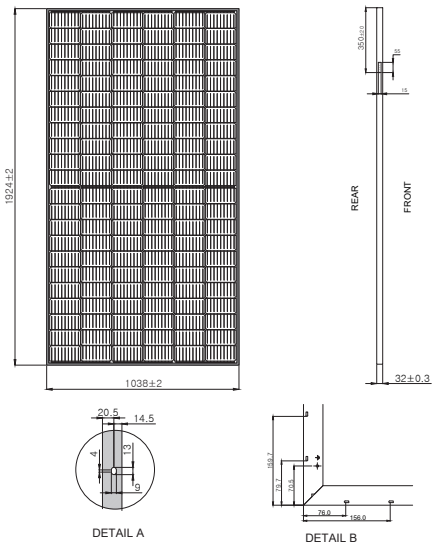
Installation Safety Guide

- Only qualified personnel should install or perform maintenance.
- Be aware of dangerous high DC voltage.
- Do not damage or scratch the rear surface of the module.
- Do not handle or install modules when they are wet.

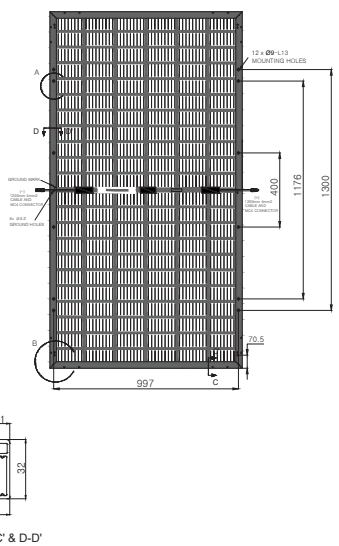
Nominal Operating Cell Temperature	113.9°F ± 3.6°F (45.5°C ± 2°C)
Operating Temperature	-40°F ~ + 185°F (-40°C ~ + 85°C)
Maximum System Voltage	DC 1,500V
Maximum Reverse Current	20A
Maximum Test Load	Front 5,400 Pa (113 psf) Rear 5,400 Pa (113 psf)

Module Diagram (unit : mm)

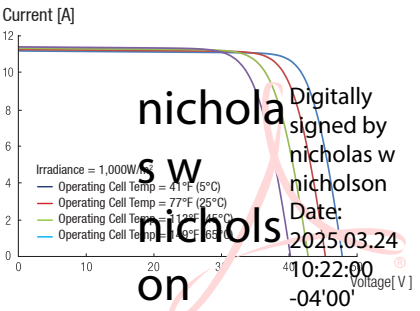
Front Side View



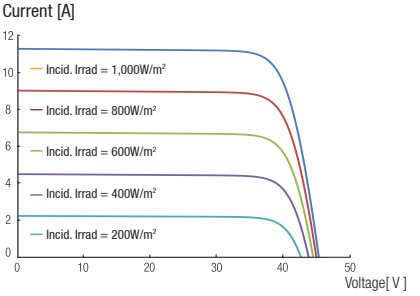
Rear Side View



I-V Curves



nicholas w nicholson
Digitally signed by nicholas w nicholson
Date: 2025.03.24 10:22:00 -04'00'



Printed on FSC certified eco-friendly paper.

HYUNDAI ENERGY SOLUTIONS

Certificate Of Completion

Envelope Id: E9963D3F-F0C2-4F73-9374-128B010EEBAE
Status: Completed
Subject: SIGNATURE: Net-Metering Agreement - Justin Grammont (ELE/250762)
Source Envelope:
Document Pages: 28
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/18/2025 2:34:52 PM
Holder: April Adolf
aadolf@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
William E. Sexton wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/18/2025 2:58:41 PM Viewed: 6/26/2025 4:24:31 PM Signed: 6/26/2025 4:32:28 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@Ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/26/2025 4:32:30 PM Viewed: 6/27/2025 11:05:39 AM Signed: 6/27/2025 11:06:40 AM
Electronic Record and Signature Disclosure: Accepted: 6/27/2025 11:05:39 AM ID: 603465b1-ce0a-484b-9e60-11d11b3424d8		
Chris Gowder chris.gowder@fmpa.com Chief Sys Ops & Tech Officer Security Level: Email, Account Authentication (None)	DocuSigned by: 087F58EBB34B474... Signature Adoption: Uploaded Signature Image Using IP Address: 2600:387:15:2818::3 Signed using mobile	Sent: 6/27/2025 11:06:42 AM Viewed: 6/27/2025 12:37:54 PM Signed: 6/27/2025 12:38:02 PM
Electronic Record and Signature Disclosure: Accepted: 6/27/2025 12:37:54 PM ID: 290d3f7f-48ec-4ec8-95ff-d6da7fd6ad95		

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	6/18/2025 2:58:41 PM
Certified Delivered	Security Checked	6/27/2025 12:37:54 PM
Signing Complete	Security Checked	6/27/2025 12:38:02 PM
Completed	Security Checked	6/27/2025 12:38:02 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Docusign Envelope ID: F27D4106-84AC-49E9-88FD-BB20727E22AF

SECOND AMENDMENT TO AGREEMENT FOR COMPREHENSIVE JOB CLASSIFICATION AND COMPENSATION STUDY

THIS SECOND AMENDMENT TO THE AGREEMENT FOR COMPREHENSIVE JOB CLASSIFICATION AND COMPENSATION STUDY ("Second Amendment") is made by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PARILLA & ASSOCIATES, INC.**, a Florida for-profit corporation duly organized and authorized to do business in the State of Florida, (EIN: 65-0774989) ("Consultant").

R E C I T A L S :

WHEREAS, December 5, 2014, City issued an Invitation to Bid ("ITB") for the preparation of a one-time comprehensive classification and compensation study of its then existing employment positions and for the development of a comprehensive job classification system, ITB No.: HUM/14-005 (the "Solicitation");

WHEREAS, on February 3, 2015, Parilla & Associates, Inc. was awarded Contract No. HUM/14-005 to prepare a comprehensive classification and compensation study and to develop the City's comprehensive job classification system (the "Original Agreement");

WHEREAS, the City has since required ongoing specialized review of proposed job description modifications, annual refreshing of the compensation study, and other services related to the City's existing comprehensive job classification system;

WHEREAS, in or about October of 2020, Parilla & Associates, Inc., as the developer of the City's existing comprehensive job classification system was found by the City's Procurement and Contracting Officer to be uniquely familiar with the City's comprehensive job classification system and qualified to perform ongoing specialized review of proposed job description modifications, annual refreshing of the compensation study, and other related services;

WHEREAS, continuously since that time, the City has engaged Parilla & Associates, Inc., under Contract No. HUM/14-005 to provide ongoing specialized review of proposed job description modifications, annual refreshing of the compensation study, and other services related to the City's existing comprehensive job classification system;

WHEREAS, pursuant to the terms of the engagement, the parties may renew Contract No. HUM/14-005 upon the written consent of the City and Parilla & Associates, Inc.; and

WHEREAS, the City and Parilla & Associates, Inc., now desire to extend the engagement for an additional three-year term.

NOW THEREFORE, in consideration each of the foregoing recitals, all of which are incorporated herein by reference, and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Parilla & Associates, Inc., agree as follows:

Docusign Envelope ID: F27D4106-84AC-49E9-88FD-BB20727E22AF

T E R M S O F A G R E E M E N T :

1. **RECITALS.** City and Consultant hereby represent and warrant that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Contractor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **RENEWAL TERM**. The Original Agreement is hereby renewed for an additional three-year term beginning **FEBRUARY 1, 2025**, and terminating **JANUARY 31, 2028**. Thereafter, the Original Agreement may be extended for additional one-year terms by written consent between the City and Contractor.
4. **COMPENSATION.** City shall pay Consultant an amount no greater than **TWENTY THREE THOUSAND, THREE HUNDRED, AND NO/100 DOLLARS ($23,300)** (the "Contract Sum") over the course of the Renewal Term as full and complete compensation for the timely and satisfactory performance of services in compliance with **Exhibit A – Scope of Professional Services** and in accordance with the pricing and frequency detailed in **Exhibit B – Amended Method of Compensation**.
   A. **Invoice Submission.** Consultant shall submit invoices no more often than once per calendar month to City for professional services rendered during the preceding month. All invoices submitted by Consultant shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Consultant shall submit all invoices through the responsible City Project Manager (the "Project Manager") at: **City of Ocala Human Resources Department, Attn: Todd Swanson, 110 SE Watula Avenue, Third Floor, Ocala, Florida 34471, E-Mail: tswanson@ocalafl.gov**.
   B. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments shall be made no later than the time periods established in section 218.735, Florida Statutes.
   C. **Withholding of Payment**. City reserves the right to withhold, in whole or part, payment for any and all work that: (i) has not been completed by Archaeologist; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Consultant within **THIRTY (30)** days of Archaeologist's remedy or resolution of the inadequacy or defect.
   D. **Excess Funds**. If due to mistake or any other reason Consultant receives payment under this Agreement in excess of what is provided for by the Agreement, Consultant shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Consultant's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgment at the highest rate allowed by law.
   E. **Amounts Due to the City**. Consultant must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to the Contractor may be offset by any delinquent amounts due to the city or fees and/or charges owed to the City.

Docusign Envelope ID: F27D4106-84AC-49E9-88FD-BB20727E22AF

F. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Consultant be authorized to use City's Tax Exemption Number for securing materials listed herein.

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

If to Consultant:	Parilla & Associates, Inc. Ralph Parilla, President 570 NW 72nd Avenue Plantation, Florida 33317 Phone: (954) 587-7431 E-Mail: rmparillajr@aol.com
If to City of Ocala:	Daphne M. Robinson, Esq. – Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 Email: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq. – City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 Email: cityattorney@ocalafl.gov

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

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

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

Docusign Envelope ID: F27D4106-84AC-49E9-88FD-BB20727E22AF

IN WITNESS WHEREOF, the parties have executed this Second Amendment on 6/25/2025.

ATTEST:

DocuSigned by:
Angel B. Jacobs
F82769461C4E4E5...

Angel B. Jacobs
City Clerk

CITY OF OCALA:

DocuSigned by:
Christopher Watt
8C80B9F07388433...

Christopher Watt
Chief of Staff

Approved as to form and legality:

Signed by:
William E. Sexton
4A55AB8A8ED04F3...

William E. Sexton
Assistant City Attorney

PARILLA & ASSOCIATES

Signed by:
Ralph M. Parilla, Jr.
E7869704E3614A1...

Ralph Parilla, Jr.
President

Docusign Envelope ID: F27D4106-84AC-49E9-88FD-BB20727E22AF

EXHIBIT A – SCOPE OF PROFESSIONAL SERVICES

Consultant shall, in a satisfactory and proper manner as determined by the City, perform tasks necessary to complete the work as outlined below.

Communications Program:

Consultant shall provide City staff with an up-to-date understanding of the processes and work being performed by the Consultant, along with a comprehension of the ultimate outcomes anticipated by the City for this project.

Comprehensive Job Classification System:

Consultant has already developed a comprehensive job classification system for the City. This comprehensive job classification system has been designed to accommodate the City's need for a flexible, internally and externally equitable, defensible, and market sensitive system that can be easily administered for all current and future jobs within the City.

The job classification system:

- Provides clear distinctions in different job levels
- Promotes internal equity
- Establishes performance standards/job qualifications for all newly created job classifications
- Provides legally defensible classification specifications (ADA, FLSA, exempt/non-exempt, terminations, Workers' Compensation, grievances, etc.)
- Assigns classifications to pay ranges designed by the City that are both public sector and private sector labor market appropriate.

Consultant has trained Human Resources staff to maintain, enhance, and use the classification system to identify and consistently apply the system to modify any existing position of classification, or create a new position of classification scheme.

Compensation Philosophy and Competitive Job Compensation System:

The City has already accepted, adopted, and implemented Consultant's formal compensation philosophy. Consultant's formal compensation philosophy serves as the basis for the City's job compensation system and uses comparable employers for benchmarking to supplement the

Docusign Envelope ID: F27D4106-84AC-49E9-88FD-BB20727E22AF

City's future employee salary and benefit decisions in order to facilitate the retention and attraction of high performing staff members, while being financially sustainable.
Consultant has trained Human Resources staff to apply the compensation philosophy to maintain and enhance the adopted compensation system.

Monthly Services

Consultant will provide consulting services as needed to ensure the success of the foregoing programs. Consultant shall provide ongoing review of proposed job description changes, to include:

- On-call assistance
- Training of Human Resources staff to maintain the current compensation system
- Assigning job descriptions to appropriate salary ranges in connection with any addition or deletion of job qualifications.
- Classification of positions as either exempt or non-exempt
- Applying the classification system for existing positions of classification or new positions of classification consistently
- Assisting in the preparation of job descriptions
- Reviewing new or revised job descriptions
- Auditing selected positions
- Updating Compensation Administrative Guidelines
- Evaluating and making recommendations for new or updated job classifications

Consultant has trained Human Resources staff to maintain, enhance, and use the classification system to identify and consistently apply the system to modify any existing position of classification, or create a new position of classification scheme.

Annual Refresh of Compensation Study

This service may be requested annually by the City. Consultant will refresh the provided classification and compensation study to address any demographic changes in the City employee base, and for any industry updates.

Docusign Envelope ID: F27D4106-84AC-49E9-88FD-BB20727E22AF

EXHIBIT B – AMENDED METHOD OF COMPENSATION

PURPOSE

This Exhibit defines the method and limits of compensation to be made to the Consultant for the Professional Services set forth in **Exhibit A – Scope of Professional Services**.

COMPENSATION

For the satisfactory performance of services in compliance with the Contract Documents, Consultant shall be paid no more than **TWENTY THREE THOUSAND, THREE HUNDRED, AND NO/100 DOLLARS ($23,300)**, over the course of the Contract Term, as follows:

1. **Compensation for Monthly Services – February 1, 2025, through June 30, 2025**: City shall compensate Consultant for the provision of Monthly Services, as that term is defined in **Exhibit A – Scope of Professional Services**, at the flat monthly rate of **THREE HUNDRED AND NO/100 DOLLARS PER MONTH ($300.00/Month)** for all approved hours worked in compliance with the Contract Documents.
2. **Compensation for Monthly Services – July 1, 2025, through January 31, 2028**: City shall compensate Consultant for the provision of Monthly Services, as that term is defined in **Exhibit A – Scope of Professional Services**, at the flat monthly rate of **FIVE HUNDRED AND NO/100 DOLLARS PER MONTH ($500.00/Month)** for all approved hours worked in compliance with the Contract Documents
3. **Compensation for Annual Refresh of Compensation Study**: City shall pay Consultant for providing an annual refresh of the compensation study as requested and defined in Exhibit A – Scope of Professional Services, at the flat rate of **FIFTEEN THOUSAND AND NO/100 DOLLARS ($15,000)**.

INVOICING PROCEDURE:

1. Consultant shall submit invoices no more often than once per calendar month to City for all professional services rendered during the preceding month.
2. All invoices submitted by Consultant shall include the City Contract Number, an Invoice Date, the and an itemized statement depicting the number of hours worked and narrative description of the work performed.
3. Consultant shall submit the original invoice to City through the responsible City Project Manager at: **City of Ocala, Human Resources Department**, Attn: **Todd Swanson, 110 SE Watula Avenue, 3rd Floor, Ocala, Florida 34471**, E-Mail: **tswanson@ocalafl.gov**.

Docusign Envelope ID: F27D4106-84AC-49E9-88FD-BB20727E22AF

Parilla & Associates
Human Resources Consultants

June 24, 2025

Mr. Christopher J. Watt, Esq.
Chief of Staff
City of Ocala
110 SE Watula Avenue
Ocala, FL34471

Dear Chris,

I wanted to let you know that I would be happy to renew the current agreement between Parilla & Associates and the City of Ocala for another three years at the rate of $500 per month. If this is agreeable to you, please prepare a contract and send it to me for signature. Thank you.

Ralph M. Parilla, Jr.
President
Parilla & Associates

4.

Docusign Envelope ID: 94C625B0-B01B-4CCE-9BDF-1A24BF5EBFC5

FIRST AMENDMENT TO AGREEMENT FOR ARTWORK LOAN AND DISPLAY

THIS FIRST AMENDMENT TO AGREEMENT FOR ARTWORK LOAN AND DISPLAY ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **TYREK STUDIVANT** ("Artist").

WHEREAS, on May 15, 2025, City and Artist entered into an Agreement for Artwork Loan and Display for the public display and sale of certain artwork, City of Ocala Contract No. GRM/250661 (the "Original Agreement"); and

WHEREAS, City and Artist now desire to amend the Original Agreement, specifically Exhibit A – Artwork, to update and reflect a modified selection of artwork to be displayed; and

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **RECITALS**. City and Artist hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Artist is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO EXHIBIT A – ARTWORK**. The document attached to the Original Agreement as Exhibit A – Artwork is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as **Amended Exhibit A – Artwork**.
4. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Artist:	Tyrek Studivant 7 Pecan Drive Ocala, FL, 34472 Phone: 352-454-6107 Email: tyvincitheartist@gmail.com
If to City of Ocala:	Daphne M. Robinson, Contracting Officer 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 Fax: 352-690-2025 Email: notices@ocalafl.gov
Copy to:	William E. Sexton Esq., City Attorney 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 Email: cityattorney@ocalafl.gov

Docusign Envelope ID: 94C625B0-B01B-4CCE-9BDF-1A24BF5EBFC5

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

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

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

IN WITNESS WHEREOF, the parties have executed this First Amendment on 6/30/2025.

ATTEST:

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

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by: Peter Lee
5BB28E162F2E4C2...

Peter Lee
City Manager

Approved as to form and legality:

Signed by: William E. Sexton
4A83ABBA8E004F3...

William E. Sexton, Esq.
City Attorney

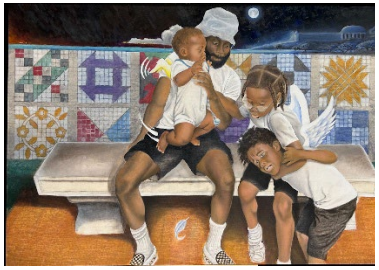
ARTIST

Signed by:
B7300879F02143D...

Tyrek Studivant

Docusign Envelope ID: 94C625B0-B01B-4CCE-9BDF-1A24BF5EBFC5

See Yourself As Moor / June 9, 2025 – December 16, 2025



(1)

Bet You're Wondering How I Got Here
Oil on panel
36"x24"
$40,000

(2)

Crowning the King
Oil on canvas
48"x36"
$15,000

(3)

Flying Through Spirit
Oil on canvas
36"x24"
$6,000

(4)

For the Dead Homies
Oil on canvas
12"x12"
$800

(5)

I Wanna Go Home
Oil on canvas
20"x16"
$20,000

Docusign Envelope ID: 94C625B0-B01B-4CCE-9BDF-1A24BF5EBFC5

See Yourself As Moor / June 9, 2025 – December 16, 2025

(6)

Playing With My Money is Like Playing With My Emotions
Oil on canvas
60”x48”
$15,000

(7)

See Yourself as Moor
Oil on canvas
48”x48”
$15,000

(8)

The Creator
Oil on panel
36”x24”
$15,000

(9)

The King
Mosaic
77”x48”
$50,000

(10)

The Return Home
Oil on canvas
26"x22"
$20,000

Docusign Envelope ID: 94C625B0-B01B-4CCE-9BDF-1A24BF5EBFC5

See Yourself As Moor / June 9, 2025 – December 16, 2025

(11)

WTH
Oil on canvas
20”x16”
$1,500

Certificate Of Completion

Envelope Id: 94C625B0-B01B-4CCE-9BDF-1A24BF5EBFC5
Status: Completed
Subject: SIGNATURE - First Amendment to Agreement for Artwork Loan and Display (GRM/250661)
Source Envelope:
Document Pages: 5
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

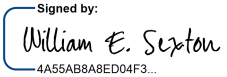
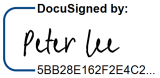
Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/13/2025 11:12:45 AM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
Tyrek Studivant tyvincitheartist@gmail.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/13/2025 11:25:42 AM ID: ef3e06e1-c7d1-4ece-91f0-d298ec26fd1a	Signed by: B7300679F02143D... Signature Adoption: Drawn on Device Using IP Address: 2601:883:c080:ac0:11c1:1024:faf8:3d73 Signed using mobile	Sent: 6/13/2025 11:14:54 AM Viewed: 6/13/2025 11:25:42 AM Signed: 6/18/2025 7:38:53 AM
William E. Sexton wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b	Signed by:  4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/18/2025 7:38:54 AM Viewed: 6/25/2025 4:06:49 PM Signed: 6/25/2025 4:07:18 PM
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/25/2025 4:07:20 PM Viewed: 6/30/2025 10:55:19 AM Signed: 6/30/2025 10:55:38 AM
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/30/2025 10:55:39 AM Viewed: 6/30/2025 11:21:48 AM Signed: 6/30/2025 11:22:01 AM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 6/30/2025 11:21:48 AM ID: a5d0fff6-bc85-4b18-a4db-0ed1ed194b9b		

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	6/13/2025 11:14:54 AM
Certified Delivered	Security Checked	6/30/2025 11:21:48 AM
Signing Complete	Security Checked	6/30/2025 11:22:01 AM
Completed	Security Checked	6/30/2025 11:22:01 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Docusign Envelope ID: 1F5C5F46-00BD-4618-8B66-F7D5AE8F1F42

CONTRACT# OPD/250718

CaseGuard

CaseGuard, Inc.
855-255-9955
1700 N Moore St, Suite 1701
Arlington, VA 22209

Billed To
Daniel Del Visco
Ocala Police Department
402 S Pine Ave
Ocala, FL 34471

Date of Issue
05/28/2025

Due Date
06/27/2025

Invoice Number
CS1603025

Amount Due (USD)
$22,725.00

Description	Rate	Qty	Line Total
CaseGuard Studio Premium Plan 1 User License - Annual Subscription	$3,948.00	5	$19,740.00
Personalized Training	$199.00	15	$2,985.00

Subtotal	22,725.00
Tax	0.00
Total	22,725.00
Amount Paid	0.00
Amount Due (USD)	$22,725.00

Terms
Annual subscription charge (5 Premium Licenses) for CaseGuard Studio
Payment is due on June 27th annually.
Thank you.

Docusign Envelope ID: 1F5C5F46-00BD-4618-8B66-F7D5AE8F1F42

CONTRACT# OPD/250718

CaseGuard Studio

8526

FINALCOVER

1700 N Moore Street Suite 1701
Arlington, Virginia 22209

Created Date	5/13/2025
Expiration Date	7/31/2025
Quote Number	19801419

Prepared By	George Tsounos
Email	gtsounos@caseguard.com
Contact Name	Daniel Del Visco

C-250718

Bill To Name	Ocala Police Department (FL)
Bill To	402 S Pine Ave Ocala, FL 34471 USA

Proposed Solution: Premium Plan

We are thrilled to partner with your organization to revolutionize your redaction process. To meet your needs, we propose our all-in-one **Premium Plan** - a package designed for organizations seeking extraordinary speed, efficiency, and **automation** on redacting **unlimited** multi-media files such as Video/Image, Audio, and Documents.

- **Each premium license** includes unlimited video, audio, image, and document redaction plus 240 hours of automatic AI transcription/translation for audio or 48,000 pages of automatic AI document analysis.

Product	Sales Price	Quantity	Price Protection	Total
Premium Plan - Annual Subscription	$3,948.00	5.00	1 Year	$19,740.00
Personalized Training (Per Hour)	$199.00	15.00	1 Year	$2,985.00

Tax	$0.00
Estimated Total	$22,725.00

Overview *Attached Hereto

CaseGuard is committed to providing the most advanced media editing and redaction solution on the market, tailored to meet the dynamic needs of modern organizations. CaseGuard Studio, our secure, local desktop application has an intuitive interface, serving thousands of clients from various sectors- including law enforcement, healthcare, education, transportation, finance, and private enterprises- making us confident in our ability to deliver an unparalleled experience.

Unlimited Video and Image Redaction

- Manually and automatically redact all objects such as **faces, license plates, screens, and notepads** from still or shaky footage recorded using a body-worn cam, dash cam, or handheld cameras and images.
- Unredact one or more objects (face, license plate, etc).
- Track and redact any object in your video through "Object Tracking."
- Video and image editing tools and enhancements (cut, merge, drop segments).
- Merge videos taken from different cameras/angles into one video "Split Screen."
- Redact thousands of videos/images using the "Bulk Wizard."
- Define redaction watcher once, then drag-and-drop any video/image for automatic redaction.
- Automatic custom chain-of-custody reporting, including the Standard Report, Exemption log, Privilege log, Object detection log, and more.
- Collaborate with your team on redaction projects using the "Redaction Pool."

Audio Redaction - with Automatic Transcription and Translation

- Manually and automatically mute or bleep personally identifiable information (PII), such as **names, phone numbers, addresses, SSNs, payment information, and 33 other categories**, from any audio file.
- Identify and rename speakers.
- Automatically transcribe in over 100 languages and dialects.
- Automatically translate in over 74 languages.
- Provide automatic & manual closed captions.
- Create and apply a custom list of redactions using "List Analysis."
- Change voice to protect identities.

Docusign Envelope ID: 1F5C5F46-00BD-4618-8B66-F7D5AE8F1F42

- Audio editing tools (cut, merge, drop segments of audio).
- Noise removal & change volume.
- Redact thousands of audio files at once using the "Bulk Wizard."
- Define redaction watcher once, then drag and drop any audio file for automatic redaction.
- Automatic custom chain of custody reporting, including Standard Report, Exemption Log, Privilege log, and Analytics Report.
- Collaborate with your team on redaction projects using the "Redaction Pool."

Document Redaction

- Manually and automatically redact personally identifiable information (PII), such as **names, phone numbers, emails, addresses, SSNs, payment information, and more** from any document including but not limited to police reports, bank statements, medical documents, and FOIA requests.
- Find and Redact any word, sentence, or paragraph.
- Search and redact patterns like emails, social security numbers, zip codes, or credit card numbers with one click.
- Create a list of custom patterns, including but not limited to PII, to redact in a document.
- OCR in 10+ languages.
- AI Object Detection for checks, credit cards, and more.
- Create a block list to keep certain words unredacted.
- Anonymize thousands of resumes instantly.
- Edit any document by removing pages, extracting specific pages, merging files, and reordering pages.
- Create and apply a custom watermark.
- Create and save custom redaction templates, then apply them to thousands of similarly formatted documents (ex: medical forms)
- Implement Bates Stamping.
- Redact thousands of documents at once using the "Bulk Wizard."
- Define redaction watcher once, then drag and drop any document file for automatic redaction.
- Automatic custom chain of custody reporting, including Standard Report, Exemption Log, Privilege log, and Analytics Report.
- Collaborate with your team on redaction projects using the "Redaction Pool."

Client Testimonials

Spokane Police Department

Mike Snell | Police Records

My experience with CaseGuard started in March of 2017. They had been working with my agency since September of 2016, but I didn't come into the mix until March. We had a demonstration provided, and I was blown away. I remember thinking to myself "This can't *possibly* work that well – this is a demo, of course, they're going to show their software under ideal conditions!". They must have known what I was thinking, because we then used "real world" bodycam video's and we used videos with a variety of light levels, action levels, etc – and the software, while not perfect (nothing ever is) is at least 3-4x better than what I was using previously, for redaction.

For example - I was tasked to do "time trials" – how long it took to redact videos using the "old" method versus CaseGuard. CaseGuard is faster at the actual redacting process, more accurate, easier to use, and uses far fewer keystrokes, 100% of the time. (Now, think about the time saved, which is money saved, as well as "wear and tear" on the employee doing the redactions. 5000 separate keystrokes to redact a video, or 20? Which would you prefer?) Case in point - a video that took me 4 hours to redact using the "old" method, took me an hour and 5 minutes using CaseGuard.

This is just the tip of the iceberg. The folks I have been in contact with, are very responsive to requests for assistance, extremely knowledgeable, friendly, they have and continue to help me numerous times throughout this process. They are also willing to listen to customer ideas about how to make things better with the program.

I truly cannot possibly say enough good things about this product, and my experiences with them. I am thrilled with my agency choice to use CaseGuard, so if you are considering getting imaging software for your agency – please, don't hesitate to give me a call, or send me an email, and I'm happy to tell you my experiences in full detail and answer any "real world" questions you may have.

Wichita Police Department

Krissie Lagana

The practical and real-life uses of CaseGuard redaction software. I have had the pleasure of using CaseGuard for almost a year now. I found CaseGuard to be a major asset to our Police Department.

Redaction is a necessary tool that goes hand in hand with body-worn videos. I found myself struggling with the daunting task of redacting videos, as my only redaction tool was extremely time-consuming, inaccurate, and not user-friendly.

I began my journey researching what redaction software programs were available and were able to try demos from different companies. This gave me practical experience with different products. My favorite by far was CaseGuard. I found CaseGuard to be user-friendly. I didn't have to learn new terminology to use the system. I was able to quickly navigate myself through the software and started redacting right away. With CaseGuard I was able to quickly, efficiently, and accurately redact videos. I used the software to not only redact body camera video, but also surveillance videos.

Through my journey, I found myself using CaseGuard software to benefit the Police Department in ways other than redactions. Ultimately, solving crimes is one of the major functions of the Police Department. I was able to use the enhancement feature built into CaseGuard to assist our detectives in identifying individuals. CaseGuard, along with good detective work, has been able to solve crimes. As a department, we have been able to enhance facial features, tag and vehicle information, and tattoos. This list will continue to grow as the needs of the department present themselves.

Docusign Envelope ID: 1F5C5F46-00BD-4618-8B66-F7D5AE8F1F42

The customer service with CaseGuard is above any other company. I always get a hold of a knowledgeable staff member who is friendly and willing to go above and beyond to help me with my situation. Many situations I come across are situationally unique and I need someone who is knowledgeable to help me with my unique situation.

I am very proud to be a customer of CaseGuard. I look forward to growing and expanding with the company as it grows and evolves with body-worn cameras.

Notes
Maintenance, support, and upgrades for CaseGuard Studio are all included. All new features and enhancements will automatically be available for Premium members.

Terms
This proposal is valid for 90 days.

*Initial Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for the initial term set forth on the applicable Ordering Document ("Initial Term"), unless earlier terminated. Upon the expiration of the Initial Term, the Agreement may be renewed for an additional one (1) year periods (each "Renewal Term"), subject to mutual written agreement of the parties.

Quote Acceptance Information

Signature: DocuSigned by: Peter Lee
Name: Peter Lee
Title: City Manager
Date: 6/30/2025

Modifcations to Finaal Cover, LLC d/b/a CaseGuard Studio Terms and Conditions Approved By:

Signature: Signed by: George Tsounos
Print Name: George Tsounos
Date: 6/26/2025

Approved as to from and Legality:

Signed by: William E. Sexton
William E. Sexton, City Attorney

Docusign Envelope ID: 1F5C5F46-00BD-4618-8B66-F7D5AE8F1F42

***CITY CONTRACT PROVISIONS**

PUBLIC RECORDS. Case Guard Studio shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Case Guard Studio 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 Case Guard Studio 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 Case Guard Studio or keep and maintain public records required by the public agency to perform the service. If Case Guard Studio transfers all public records to the public agency upon completion of the contract, Case Guard Studio shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Case Guard Studio keeps and maintains public records upon completion of the contract, Case Guard Studio 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 CASE GUARD STUDIO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CASE GUARD STUDIO'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 Case Guard Studio without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

Certificate Of Completion

Envelope Id: 1F5C5F46-00BD-4618-8B66-F7D5AE8F1F42
Status: Completed
Subject: SIGNATURE - Agreement for CaseGuard Studio (5 Premium Licenses) Subscription (OPD/250718)
Source Envelope:
Document Pages: 5
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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

Record Tracking

Status: Original
6/26/2025 3:53:19 PM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
George Tsounos gtsounos@caseguard.com Security Level: Email, Account Authentication (None)	Signed by: George Tsounos 0C04B82E667F454... Signature Adoption: Pre-selected Style Using IP Address: 66.128.242.158	Sent: 6/26/2025 3:56:04 PM Viewed: 6/26/2025 3:58:17 PM Signed: 6/26/2025 3:58:49 PM
Electronic Record and Signature Disclosure: Accepted: 6/26/2025 3:58:17 PM ID: fc33be04-0aac-49e3-acfa-b02fb4342fb3		
William E. Sexton wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/26/2025 3:58:50 PM Viewed: 6/26/2025 4:02:19 PM Signed: 6/26/2025 4:03:16 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/26/2025 4:03:17 PM Viewed: 6/30/2025 10:54:38 AM Signed: 6/30/2025 10:55:00 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/26/2025 3:56:04 PM
Certified Delivered	Security Checked	6/30/2025 10:54:38 AM
Signing Complete	Security Checked	6/30/2025 10:55:00 AM
Completed	Security Checked	6/30/2025 10:55:00 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Docusign Envelope ID: C8BB6441-9857-45D3-A5E5-33FC7250024A

FIRST AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES AT 800MHZ TOWER SITE

THIS FIRST AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES AT 800MHZ TOWER SITE ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **SQUEEKIE KLEAN LANDSCAPING, LLC,** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 27-2913828) ("Contractor").

WHEREAS, on July 18, 2023, City and Squeekie Klean Landscaping, LLC entered into an Agreement for Grounds Maintenance Services at 800MHz Tower Site, (the "Original Agreement") City of Ocala Contract Number: OPD/230540 for a term of two (2) years from July 10, 2023, through July 9, 2025; and

WHEREAS, City and Contractor now desire to extend the Original Agreement for the first of two (2) available one-year renewals.

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

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one (1) year term beginning on **JULY 10, 2025,** and terminating **JULY 9, 2026.** Thereafter, this Agreement may be renewed for **ONE (1)** optional **ONE (1) YEAR** period by written consent between City and Contractor.

If to Contractor:	Squeekie Klean Landscaping, LLC Attention: Michael Henderson 17585 N. Hwy 329 Reddick, Florida 32686 Phone: 352-234-5561 E-mail: squeekiekleanlandscaping@yahoo.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov

Docusign Envelope ID: C8BB6441-9857-45D3-A5E5-33FC7250024A

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

4. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
5. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
6. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 6/13/2025.

ATTEST:

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

CITY OF OCALA

DocuSigned by:
Peter Lee
5BB28E162F2E4C2...
Peter Lee
City Manager

Approved as to form and legality:

Signed by:
William E. Sexton
4A56AB8A8ED04F3...
William E. Sexton, Esq.
City Attorney

SQUEEKIE KLEAN LANDSCAPING, LLC

DocuSigned by:
Michael Henderson
7CC04F5D42DB496...

By: Michael Henderson
(Printed Name)

Title: Michael Henderson
(Title)

Certificate Of Completion

Envelope Id: C8BB6441-9857-45D3-A5E5-33FC7250024A
Status: Completed
Subject: SIGNATURE - Amendment 1 - Renewal - 800MHz Tower Grounds Maintenance (OPD/230540)
Source Envelope:
Document Pages: 2
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/3/2025 10:39:04 AM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
Michael Henderson squeekiekleanlandscaping@yahoo.com Michael Henderson Security Level: Email, Account Authentication (None)	DocuSigned by: Michael Henderson 7CC04F5D42DB496... Signature Adoption: Pre-selected Style Using IP Address: 75.91.66.51 Signed using mobile	Sent: 6/3/2025 10:41:30 AM Viewed: 6/9/2025 12:57:21 PM Signed: 6/9/2025 12:57:33 PM
Electronic Record and Signature Disclosure: Accepted: 6/9/2025 12:57:21 PM ID: e2d44738-e90c-4d5c-af57-5dd3e41cf9f3		
William E. Sexton wsexton@ocalafl.gov Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/9/2025 12:57:34 PM Viewed: 6/10/2025 10:55:35 AM Signed: 6/10/2025 10:56:28 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/10/2025 10:56:29 AM Viewed: 6/13/2025 8:30:47 AM Signed: 6/13/2025 8:30:54 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/13/2025 8:30:55 AM Viewed: 6/13/2025 8:32:44 AM Signed: 6/13/2025 8:32:57 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 6/13/2025 8:32:44 AM ID: a907c0ff-87ff-4877-8cfb-79501f6dab9d		

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	6/3/2025 10:41:30 AM
Envelope Updated	Security Checked	6/6/2025 9:42:52 AM
Certified Delivered	Security Checked	6/13/2025 8:32:44 AM
Signing Complete	Security Checked	6/13/2025 8:32:57 AM
Completed	Security Checked	6/13/2025 8:32:57 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Docusign Envelope ID: D140CEF1-6BF8-4012-B000-60754029F60D

FIRST AMENDMENT TO AGREEMENT FOR SHIP/HOME/CDBG HOUSING – ROOF REPLACEMENT

THIS FIRST AMENDMENT TO AGREEMENT FOR SHIP/HOME/CDBG HOUSING – ROOF REPLACEMENT, ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), **ROSE LEE BROWN** ("Owner"), and **CENTRAL FLORIDA EQUITY BUILDERS, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN# 83-1819068) ("Contractor").

WHEREAS, on April 14, 2025, City, Owner, and Contractor entered into an Agreement for SHIP/HOME/CDBG Housing – Roof Replacement (the "Original Agreement"), City of Ocala Contract No.: CDS/250340B; and

WHEREAS, City, Owner, and Contractor now desire to amend the Original Agreement to extend the Time for Performance necessitated by the Work Change Directive issued May 23, 2025, and attached hereto as **Exhibit A – Work Change Directive**.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City, Owner and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City, Owner, and Contractor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO PARAGRAPH 6 A – TIME FOR PERFORMANCE.** The language contained in Paragraph 6 A – Time for Performance of the Original Agreement is hereby deleted and replaced with the following (all remaining sections of Paragraph 6 – Time for Performance remain in effect):

   All work shall be completed by Contractor in a manner satisfactory to the City Project Manager by JUNE 16, 2025, and ready for final payment within twenty (20) days of final completion.

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

If to Contractor:

Central Florida Equity Builders, LLC
Attention: Edward Petrow
2582 Connection Point
Oviedo, Florida 32765
PH: 407-276-5289
E-Mail: eddie@cfebuilders.com

Docusign Envelope ID: D140CEF1-6BF8-4012-B000-60754029F60D

If to City:	Daphne Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, FL 34471 E-Mail: notices@ocalafl.gov PH: 352-629-8343
with copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, FL 34471 E-Mail: cityattorney@ocalafl.gov

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

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

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

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

Docusign Envelope ID: D140CEF1-6BF8-4012-B000-60754029F60D

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

ATTEST:

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

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Christopher Watt
8C80B9F07388433...

Christopher Watt
Chief of Staff

Date: 6/25/2025

Reviewed and Approved by Community Development Services Department:

DocuSigned by:
James Haynes
42DEB23861D041D...

James Haynes, Director
Community Development Services

Approved as to form and legality:

Signed by:
William E. Sexton
4A55ABBA8ED04F3...

William E. Sexton, Esq.
City Attorney

CENTRAL FLORIDA EQUITY BUILDERS, LLC

DocuSigned by:
Edward Petrow
B6FC63DBFB3B476...

(Authorized Signatory)

By: Edward Petrow
(Printed Name of Signatory)

Title: President
(Title of Authorized Signatory)

Date: 6/20/2025

OCALA

CONTRACT# CDS/250340B

Witnesses for Property/Homeowner Signature:

(Signature of First Witness)

Bessie Money
(Printed Name of First Witness)

(Signature of Second Witness)

C.A. LEWIS
(Printed Name of Second Witness)

PROPERTY/HOMEOWNER

(Signature of Property/Homeowner)

ROSE LEE BROWN
(Printed Name of Homeowner)

Date: 7/2/25

Docusign Envelope ID: D140CEF1-6BF8-4012-B000-60754029F60D

Work Change Directive

PO#: Contract# CDS/250340B DATE: 5/19/2025

PROJECT NAME: ROSE LEE BROWN

PROJECT ADDRESS: 811 Northwest 11th Avenue Ocala, FL 34475

CONTRACTOR SIGNATURE: Edward Petrow

The following change(s) have been requested:

Period of Perfromance extension request, to 16 JUNE 2025. The homeowner has taken
longer than expected to get us back the needed permit paperwork. As of today, 19 MAY, we
have not recevied the NOC back. We spoke to the owner on this today, they have indicated
They will send it back to us today.

✓ Contractor's Estimate Attached

APPROVALS:

James Haynes DATE: 5/23/2025

Owner

Christopher Lewis 5/20/2025

Christopher Lewis

Estimated increase/decrease in Contract Price $0

Current Contract Price: $ _____

Request No.: (1) $ _____

New Proposed Price: $ _____

Estimated increase/decrease in Contract Times

Completion: 20 days.

If the change involves an increase, the estimated amount is not to be exceeded without further authorization

If the change involves an increase, the estimated times are not to be exceeded without further authorization

COMMENTS: _____

NOTE: PLEASE E-MAIL COMPLETED FORM TO CLEWIS@OCALAFL.ORG
IF YOU HAVE ANY QUESTIONS PLEASE CALL CHRIS LEWIS (352) 629-8333

Certificate Of Completion

Envelope Id: D140CEF1-6BF8-4012-B000-60754029F60D
Status: Completed
Subject: FOR SIGNATURE -CDS/250340B-Fist Amendment to Home CDBG Roof Replacement- (Rose Lee Brown)
Source Envelope:
Document Pages: 5
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 98.180.26.98

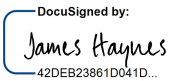
Record Tracking

Status: Original
6/3/2025 12:40:39 PM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
Edward Petrow eddie@cfebuilders.com President Central Florida Equity Builders Security Level: Email, Account Authentication (None)	DocuSigned by: Edward Petrow B6FC63DBFB38476... Signature Adoption: Pre-selected Style Using IP Address: 2600:1700:ac90:1ed0:9899:ed30:6103:97cd	Sent: 6/3/2025 12:42:53 PM Viewed: 6/3/2025 3:48:12 PM Signed: 6/20/2025 10:12:31 AM
Electronic Record and Signature Disclosure: Accepted: 3/11/2025 2:49:30 PM ID: d856744b-f152-4185-96b0-de835836443e		
William E. Sexton wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/20/2025 10:12:32 AM Viewed: 6/25/2025 4:14:00 PM Signed: 6/25/2025 4:14:26 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Christopher Watt cwatt@ocalafl.org Chief of Staff Security Level: Email, Account Authentication (None)	DocuSigned by: Christopher Watt 8C80B9F07388433... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/25/2025 4:14:27 PM Viewed: 6/25/2025 4:27:57 PM Signed: 6/25/2025 4:28:08 PM
Electronic Record and Signature Disclosure: Accepted: 6/25/2025 4:27:57 PM ID: cc5518e8-420d-4d28-bf8f-ba0cff711d49		

Signer Events	Signature	Timestamp
James Haynes jhaynes@ocalafl.org Director, Community Development Services Security Level: Email, Account Authentication (None)	DocuSigned by:  42DEB23861D041D... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/25/2025 4:28:11 PM Viewed: 6/25/2025 5:28:50 PM Signed: 6/25/2025 5:29:02 PM
Electronic Record and Signature Disclosure: Accepted: 3/7/2023 8:03:46 AM ID: 2896330f-34db-4ce4-a6ef-e3f38eda28a0		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/25/2025 5:29:03 PM Viewed: 6/26/2025 10:33:08 AM Signed: 6/26/2025 10:33:20 AM
Electronic Record and Signature Disclosure: Accepted: 6/26/2025 10:33:08 AM ID: 6e02efda-101a-474f-ad66-581e079e7bc6		

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	6/3/2025 12:42:53 PM
Envelope Updated	Security Checked	6/9/2025 9:33:01 AM
Certified Delivered	Security Checked	6/26/2025 10:33:08 AM
Signing Complete	Security Checked	6/26/2025 10:33:20 AM
Completed	Security Checked	6/26/2025 10:33:20 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Docusign Envelope ID: 7508AC26-A33A-4F33-BD91-730079155ED7

FIRST AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR GROUND MAINTENANCE SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **PURE CUTS LAWN AND MAINTENANCE LLC** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 88-4098034) ("Contractor").

WHEREAS, on February 21, 2024, City and Contractor entered into an Agreement for Grounds Maintenance Services (the "Original Agreement"), City of Ocala Contract Number PWD/240103 for a term of two (2) years from March 1, 2024, through February 28, 2026; and

WHEREAS, City and Contractor now desire to amend the Original Agreement to modify one (1) service location and update the pricing schedule as set forth in **Exhibit B – Price Proposal**.

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

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION TO ORIGINAL AGREEMENT**. The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as **Exhibit B – Price Proposal** is hereby deleted in its entirety and replaced with **Amended Exhibit B – Price Proposal**.
4. **COMPENSATION.** City shall pay Contractor an amount no greater than **ONE HUNDRED SIX THOUSAND, NINE HUNDRED ONE AND NO/100 DOLLARS ($106,901)** (the "Contract Sum") over the Contract Term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing schedule detailed in **Amended Exhibit B – Price Proposal**.
5. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Pure Cuts Lawn and Maintenance, LLC
Attention: Jorge Aliaga
160 Juniper Trail
Ocala, Florida 34480
Phone: 352-678-8531
E-mail: service@pure-cuts.com

Docusign Envelope ID: 7508AC26-A33A-4F33-BD91-730079155ED7

If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

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

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

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

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

Docusign Envelope ID: 7508AC26-A33A-4F33-BD91-730079155ED7

IN WITNESS WHEREOF, the parties have executed this First Amendment on 6/26/2025.

ATTEST:

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

Angel B. Jacobs
City Clerk

Approved as to form and legality:

Signed by: William E. Sexton 4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

CITY OF OCALA

DocuSigned by: Ken Whitehead 5677F71E38874F4...

Ken Whitehead
Assistant City Manager

PURE CUTS LAWN AND MAINTENANCE, LLC

DocuSigned by: C89D8866BC89466...

By: Jorge Aliaga
(Printed Name)

Title: Owner
(Title)

Docusign Envelope ID: 7508AC26-A33A-4F33-BD91-730079155ED7

ITEM	DESCRIPTION	UOM	Cuts Per Year	Cost Per Cut
1	NE 21st Street from NE 36th Avenue east to State Road 40, part of NE 46 Ave to Hwy 40.	Each	22	$ 70.00
2	NE 42nd Ave from NE 21st St to SR 40 mowing ROW next to the tree line and fence line includes mowing ROW behind utility poles.	Each	22	$ 32.00
3	NE 17th Pl from NE 36th Ave to 42nd Avenue includes ROW mowing next to the fence line, mowing ROW behind Utility poles, and fire hydrants	Each	22	$ 40.00
4	NE 36th Ave north from E Fort King St to North City Limits Sign. City limits sign is near NE 35 St. Clean sidewalk, remove weeds, edge. Clean fence near Hwy 492 north side of road, cut vines/weeds back frrom r.o.w. NE 36 Ave. 2100 blk to 2400 Blk. No mowing inside CSX right of way. Map provided. Weed control around light poles, guardrails & concrete walls. NE 36 Ave Bridge mowing right of way including ALL edging of sidewalk/curb. Weed control in sidewalk. Center medial mowing/edging. All access roads to the CSX right of way. Incuded access roads - Access RD SW, Access RD SE, Access RD SE/ NE 21 St. No mowing inside CSX right of way. Map attached for the two city lot mowing part of NE 36 Ave right of way. On NE 36 Ave south end the right of way is larger on the east/west side. mowing inside/outside fence area, Includes mowing ROW behind utility poles, and fire hydrants.	Each	22	$ 190.00
5	NE 36 Ave between NE 21 St & 24 St. bridge embankment. Mowing from top of embankment to the retention top. No mowing inside CSX right of way. Weed control around light poles, guardrails & concrete walls	Each	5	$ 100.00
6	NE 44th Avenue from NE 7th Street to E Fort King St	Each	22	$ 40.00
7	NE 24th Street from NE 36th Avenue to NE 8 Ave.	Each	22	$ 180.00
8	NE 24th Street and NE 25th Ave. (west of Fire Station #5 and behind the Electric Substation) Only part of the parcel 24570-000-00.	Each	5	$ 25.00
9	NE 25th Ave from to State Road 40 to North City Limits Sign. City limits sign is between NE 28 St & NE 35 St.	Each	22	$ 145.00
10	NE 10th St from NE 25th Ave to NE 28th Ave, includes ROW mowing next to fence line mowing ROW behind utility poles	Each	22	$ 20.00
11	NE 3rd Street from Hwy 40 to NE Osceola Avenue. This location starts at Hwy 40 near NE 30 Ave.	Each	22	$ 190.00
12	NE 28 Ave from Hwy 492 to NE 3 St.	Each	22	$ 55.00
13	NE 7 St. from NE 25 Ave to NE 30 Ave	Each	22	$ 40.00
14	NE 28th Ave from E. Fort King St to E. State Road 40	Each	22	$ 20.00
15	NE 2nd Pl from NE 31th Ave from NE 32nd Avenue. Next to the Golf Course to the cable line, north side.	Each	22	$ 15.00
16	NE 32 Ave from NE 2 Pl to Ft. King next to the Tennis Center. Mow to the cable line next to the Golf Course.	Each	22	$ 22.00
17	NE 2nd Street from NE Osceola Avenue to NE 25th Avenue. Mow two medians NE 2 St between NE 14 Ave & 13 Ave.	Each	22	$ 160.00
18	NE 17th Ave from NE 3rd St to NE 14th St,- Ft King Middle School	Each	22	$ 60.00
19	NE 12 Ave between Hwy 40 & 492 (NE 14 St) mowing all of the right of way weed control in the sidewalk,edging,weedeating	Each	22	$ 75.00
20	NE 7th Street and NE 11th Avenue	Each	22	$ 10.00
21	NE 7th Street and NE 12th Avenue	Each	22	$ 15.00
22	NE 9th St and NE 11th Avenue	Each	22	$ 25.00
23	NE 12th Circle & NE 13 Ave, NE 13th Cir & NE 13 Ave. Center Median Circle. Two locations.	Each	22	$ 20.00
24	NE 11th Circle and NE 13th Ave - east & west - two locations. Center Median Circle.	Each	22	$ 10.00
25	NE 12th Dr. & NE 12 Ct. Center Median Circle.	Each	22	$ 7.00
26	NE 8th Ave south of Hwy 492. , next to railroad. Parcel 26358-000-00 including the northeast bridge embankment.	Each	22	$ 21.00
27	NE 8th Avenue from NE 14th Street to State Road 40, sidewalk edge, mowing, weed control.	Each	22	$ 70.00
28	NE 5th Street and NE 9th Avenue	Each	22	$ 7.00
29	NE Sanchez Avenue from E State Road 40 to NE 3rd Street	Each	22	$ 20.00
30	NE Tuscawilla Avenue from NE 2nd Street to NE 3rd Street	Each	22	$ 10.00

Docusign Envelope ID: 7508AC26-A33A-4F33-BD91-730079155ED7

ITEM	DESCRIPTION	UOM	Cuts Per Year	Cost Per Cut
31	**Osceola Ave / Walking Trail** mowing weed control starting at NE 14 St to NE 9 St. Southwest corner at Hwy 492 & Osceola Ave. The next section starts at NE 5 St. to Hwy 40. mowing next to the fence line, includes mowing ROW behind utility poles and fire hydrants. mowing up to the wall at Jim Walton's building. Spraying sidewalk for weed control. Weed control on the stone decorative wall between NE 3 St & NE 5 St.	Each	22	$ 65.00
32	**NE 1st Ave** from State Road 40 to NE 5th Street north to the R&R Tracks.	Each	22	$ 32.00
33	**N. Magnolia Ave** from State Road 40 to NE 5 St north to the R&R Tracks.	Each	22	$ 32.00
34	**N Magnolia Ave** from NE 5th Street to 1628 N. Magnolia Ave.	Each	22	$ 75.00
35	NE 5th Street from NE 1st Avenue to NE Watula Ave	Each	22	$ 20.00
36	NE 17th Road from NE 14th Street to NE 14th Avenue - Hurricane Battery	Each	22	$ 35.00
37	NE 19th Avenue from NE 14th Street to NE 24th Street	Each	22	$ 65.00
38	NE 18th Pl from NE 19th Ave headed East of dead end street next to fence line, includes mowing ROW behind utility poles and fire hydrants	Each	22	$ 15.00
39	NE 14th Street from NE 8th Avenue to N Magnolia Avenue, clean & edge all sidewalk.	Each	22	$ 32.00
40	NE 10th St from NE 25th Ave to NE 28th Ave, includes ROW mowing next to fence line, mowing ROW behind utility poles	Each	22	$ 20.00
41	NE 2 Ave and NE 16 St. Parcel # 26151-000-00 mowing up to tree line, and fence line.Includes mowing ROW behind utility poles, and fire hydrants.	Each	5	$ 30.00
42	NE 2nd Ave from NE 14th St ditch line both sides of NE Old Jacksonville Rd	Each	22	$ 25.00
43	NE 19th Street from NE 2nd Avenue to NE Jacksonville Rd	Each	22	$ 27.00
44	NE 8th Ave from NE 14 Street to NE 24 Street include mowing ROW behind utility poles and fire hydrants, edge sidewalk.	Each	22	$ 63.00
45	**Anthony Industial Park** - NE 16 St from NE 8 Ave to NE 17 Pl. also median.	Each	22	$ 35.00
46	**The North Magnolia Business District**. NE Jacksonville Rd - from NE 20 St to N. Magnolia Ave. This is the small section northeast of Magnolia Ave & 17 Pl.	Each	22	$ 25.00
47	NE 25th Street from 200A to dead end (besides Jade Lounge).	Each	22	$ 20.00
48	NE 28th Street from the dead end east of NE 25th Avenue to NW 1 Ave at Vangaurd High School	Each	22	$ 175.00
49	Alleyway Between NE 5th and NE 6 st From NE 12 ave to NE 9 ave	Each	5	$ 25.00
50	Alleyway Between NE 10 ave and NE 11 AVE from NE 2 st to NE 3 st	Each	5	$ 8.00
51	Alleyway Between NE 6 st and NE 7 st from NE 12 ave to NE 9 ave	Each	5	$ 30.00
52	Alleyway Between NE 7 st and NE 8 st from NE 12 ave to NE 11 ave	Each	5	$ 13.00
53	Alleyway Between NE 8 st and NE 9 st from NE 12 ave to NE 11 ave	Each	5	$ 15.00
54	Alleyway Between NE 9 st and NE 10 st from NE 12 ave to NE 11 ave	Each	5	$ 15.00
55	Alleyway Between NE 11st and NE 12 st from NE 12 ave to NE 10 ave	Each	5	$ 30.00
56	Alleyway Between NE 12 st and NE 13 st from NE 12 ave to NE 10 ave	Each	5	$ 30.00
57	Alleyway Between NE 13 st and NE 14 st from NE 12 ave to NE 10 ave	Each	5	$ 30.00
58	Alleyway Between NE 10 ave and 11 ave from NE 10 st to NE 11 st	Each	5	$ 10.00
59	Alleyway Between NE 8 ave and NE 9 ave from NE 3 st to NE 6 st	Each	5	$ 30.00
60	Alleyway Between NE 14 st and NE 15 st from NE 14 ave to NE 12 ave	Each	5	$ 15.00
61	Alleyway Between NE 15 st and NE 16 st from NE 13 ave to NE 14 ave	Each	5	$ 15.00
62	Next to the **Jewish Cemetery**. 23 NE 13 St. Parcel Number 26298-000-00	Each	5	$ 40.00
63	South of the **Jewish Cemetery** 1317 N. Magnolia Ave Parcel Number 26297-000-00	Each	5	$ 40.00

Certificate Of Completion

Envelope Id: 7508AC26-A33A-4F33-BD91-730079155ED7
Status: Completed
Subject: First Amendment to Agreement for Grounds Maintenance Services (PWD/240103)
Source Envelope:
Document Pages: 5
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.241.117

Record Tracking

Status: Original
6/18/2025 2:33:09 PM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
Jorge Aliaga service@pure-cuts.com Owner Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/20/2025 10:20:42 AM ID: b2430a85-9224-4d73-8536-3f84064b39d2	DocuSigned by: C89D8866BC89466... Signature Adoption: Drawn on Device Using IP Address: 2600:1006:b15b:1988:7103:2c30:eebc:a7c5 Signed using mobile	Sent: 6/18/2025 2:37:02 PM Viewed: 6/20/2025 10:20:42 AM Signed: 6/20/2025 10:21:33 AM
William E. Sexton wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b	Signed by: William E. Sexton 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/20/2025 10:21:34 AM Viewed: 6/25/2025 4:08:12 PM Signed: 6/25/2025 4:08:22 PM
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/25/2025 4:08:23 PM Viewed: 6/26/2025 8:49:23 AM Signed: 6/26/2025 8:50:35 AM
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/26/2025 8:50:36 AM Viewed: 6/26/2025 10:31:58 AM Signed: 6/26/2025 10:32:20 AM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 6/26/2025 10:31:58 AM ID: 3afba774-d32c-475f-b283-37bcf4a974ed		

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	6/18/2025 2:37:02 PM
Certified Delivered	Security Checked	6/26/2025 10:31:58 AM
Signing Complete	Security Checked	6/26/2025 10:32:20 AM
Completed	Security Checked	6/26/2025 10:32:20 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Docusign Envelope ID: EBC46C05-7AC0-4A37-9912-6C21617D6C8A

Master Services Agreement

This Master Services Agreement is entered into on this 26th day of November 2024, and is by and between Florida Municipal Power Agency, a governmental joint action agency organized and existing pursuant to Florida law, with its office located at 8553 Commodity Circle, Orlando, Florida 32819, ("FMPA") and Patterson and Dewar Engineers, Inc., with its principal place of business located at 850 Center Way, Norcross, GA 30071, ("Consultant").

FMPA is a municipal electric joint action agency formed pursuant to section 163.01, Florida Statutes, and exercises powers pursuant to section 163.01 and chapter 361, part II, Florida Statutes.

Consultant is a Georgia Corporation offering engineering consulting services.

FMPA issued RFQ 2024-201 to find qualified professionals to perform continuing consulting services for assigned projects (hereinafter referred to as "Continuing Service Projects").

The parties desire for Consultant to perform the continuing consulting services in accordance with prior, mutually agreed upon conditions.

Now therefore, for and in consideration of the premises and mutual covenants made herein, the parties agree as follows:

Section 1. Requests for Services

Consultant shall provide to FMPA consulting services (the "Services") for Continuing Service Projects in accordance with written "Requests for Services" issued by FMPA and agreed to by Consultant from time to time during the term of this agreement. Such Requests for Services shall be attached as separate Attachment(s) "A" hereto. Such Requests for Services shall make specific reference to this agreement and shall be subject to FMPA's and Consultant's written acceptance.

Upon written acceptance, each Request for Services shall be incorporated into and become a material part of this agreement. However, a Request for Services shall not amend or add to this agreement in any respect except to describe the following: the scope of services for the Continuing Service Project (the "Project Scope of Services"), the schedule therefore (the "Project Schedule"), any additional responsibilities of FMPA not already outlined in Section 7 herein ("Additional FMPA Responsibilities"), the applicable compensation terms (the "Project Compensation" further described in Section 4 herein), and any additional insurance requirements related to the Continuing Service Project (the "Project Specific Insurance Requirements" as further defined in Section 10(e) herein). Additional or conflicting contractual terms or conditions may be added only by formal written amendment to this agreement and not through Requests for Services. Any such

Docusign Envelope ID: EBC46C05-7AC0-4A37-9912-6C21617D6C8A

additional or conflicting terms and conditions contained in Requests for Services shall be of no force or effect.

When Consultant believes it has completed the Services in accordance with each Request for Services, Consultant shall provide to FMPA a written notification of completion. Within twenty (20) Business Days (the "FMPA Response Period") FMPA shall advise Consultant in writing of (i) its agreement with the notification of completion, or (ii) any deficiencies in the Services for which Consultant is responsible under the Request for Services, or (iii) notice that FMPA will be reasonably delayed in providing a response and identify the number of days required to respond. As soon as Consultant corrects all deficiencies identified by FMPA, FMPA shall accept the Services under that Request for Services in writing, or upon expiration of FMPA Response Period without such required response from FMPA, the completion of the Services for the Request for Services shall be deemed accepted. Consultant has an affirmative obligation to complete all Requests for Services in accordance with this agreement, including the standard of care as described in Section 6 herein.

FMPA or Consultant may initiate a change to a Request for Services (a "Change Order") by advising the other party in writing that a change is believed to be necessary. As soon thereafter as practicable, Consultant shall prepare and forward to FMPA a cost estimate of the change which shall include the adjustment to the Project Compensation, schedule of payments, project schedule, and completion date applicable thereto. FMPA shall advise Consultant in writing of its approval or disapproval of the Change Order. If FMPA approves the Change Order, Consultant shall perform the Services as changed.

For any Continuing Service Project identified as a "Major Project" in a Request for Services, FMPA and Consultant shall each appoint a representative with executive authority having a broad general knowledge of the Major Project, but not involved in the Major Project on a detailed day-to-day basis. These representatives shall perform an oversight function to review the Major Project monthly, or as otherwise agreed, and take or recommend action pursuant to items of major and material impact to the Major Project. These items would include but would not necessarily be limited to budget, schedule, Consultant's obligations and deliverables, FMPA's obligations and deliverables, contractor or supplier performance, actual or potential major change orders, etc. Meetings may also include staff or others, as deemed necessary by the representatives.

Section 2. Consultants' Competitive Negotiation Act

Both Parties understand, acknowledge and agree that this agreement constitutes a "continuing contract" as defined in Section 287.055(2)(g), Florida Statutes. FMPA will have the right to contract for consulting services from Consultant or any other firm under a separate agreement while this agreement is in effect.

For any lump-sum or cost-plus-a-fixed-fee Service over the threshold amount provided in Section 287.017, Florida Statutes, as amended, for CATEGORY FOUR, Consultant shall execute a truth-in-negotiation certificate, as provided by FMPA, stating

Docusign Envelope ID: EBC46C05-7AC0-4A37-9912-6C21617D6C8A

that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of entering into the subject Request for Services. The original lump-sum amount and any additions thereto shall be adjusted to exclude any significant sums by which FMPA determines the lump-sum amount was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such lump-sum amount adjustments must be made within one (1) year of the completion of services as provided for herein.

Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, FMPA shall have the right to terminate this agreement without liability and, at its discretion, to deduct from the Project Compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 3. Termination

FMPA shall have the right to terminate this agreement upon written notice to Consultant, and Consultant shall terminate performance of Services based on remaining Services identified by Consultant and approved by FMPA on a schedule acceptable to FMPA. In the event of termination, FMPA shall pay Consultant for all Services previously performed and remaining Services as identified and approved by FMPA in accordance with Section 1 herein, which have been performed to the standard of care as described in Section 6 herein.

Section 4. Project Compensation and Payment

FMPA shall pay and Consultant shall accept in full consideration for the Services the Project Compensation (including the cost of any project specific insurance requirements provided to FMPA pursuant to Section 10(e) herein), which shall be described in each Request for Services.

Consultant will submit to FMPA monthly invoices for Services performed in accordance with each Request for Services. Each invoice will be submitted by about the fifteenth (15th) day of the month following the month during which such Services were performed. FMPA agrees to pay Consultant's invoice, less a retainage of five (5) percent of the invoice amount, within thirty (30) days after the invoice is received by FMPA. The entire amount of retained payment shall be paid by FMPA to Consultant within thirty (30) days after the date that the Services are accepted by FMPA as complete in accordance with Section 1 herein.

Docusign Envelope ID: EBC46C05-7AC0-4A37-9912-6C21617D6C8A

For Services rendered on a cost plus or time plus materials basis, invoices will identify (a) individuals working on the Continuing Service Project, (b) their hourly pay rate, (c) indirect and overhead and fee salary percent mark-ups; (d) the actual time charged to the Continuing Service Project; and (e) the total amount invoiced to the Continuing Service Project to date. For lump sum services, FMPA and Consultant shall agree upon a payment schedule in each applicable Request for Services, and Consultant shall invoice FMPA in accordance with the agreed upon payment schedule.

FMPA shall have the right to audit and inspect Consultant's records and accounts covering direct costs hereunder at all reasonable times during the performance of the Services and for a period of two (2) years after completion of the Services and final payment in accordance with the Request for Services thereof; provided, however, that the purpose of any such audit shall be only for verification of such costs.

Section 5. Independent Contractor Status.

It is understood and agreed that Consultant is an independent contractor, is not an agent or employee of FMPA, and is not authorized to act on behalf of FMPA. Consultant agrees not to hold him or herself out as, or give any person any reason to believe that he or she is an employee, agent, or partner of FMPA. Consultant will not be eligible for any employee benefits, nor will FMPA make deductions from any amounts payable to Consultant for taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Consultant. Consultant retains the right to provide services for others during the term of this agreement and is not required to devote his or her services exclusively for FMPA.

Section 6. Consultant's Responsibilities and Standard of Care.

The Services and any deliverables provided pursuant to this agreement shall be free from material defect, and shall comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements in effect during the term of this agreement. Consultant represents that the Services shall be performed with the care, skill, and diligence customarily provided by a Registered Professional Engineer. If any modifications or alterations are required to correct deviations from the quality of Services stipulated, Consultant will, at no cost to FMPA and on a schedule agreeable to FMPA, re-perform the necessary Services to correct such deviations if discovered and reported to Consultant within five (5) years from the date of completion of the Services under the applicable Request for Services.

Nevertheless, it is understood that Consultant is providing its opinion and advice as a service to FMPA. It is recognized that Consultant is not an "authorized agent" of FMPA and that at no time may Consultant commit FMPA or any of its affiliates to any commercial transaction without written direction to do so. Further, FMPA at its own and sole discretion may choose or not choose to implement or transact with other third parties based upon Consultant's recommendation or advice.

Docusign Envelope ID: EBC46C05-7AC0-4A37-9912-6C21617D6C8A

Section 7. FMPA's Responsibilities

FMPA shall at such times as may be required by Consultant for the successful and expeditious completion of the Services:

(a) Obtain all permits and licenses required to be taken out in the name of FMPA which are necessary for the performance of the Services;

(b) Provide Consultant with all available information, data, and specifications necessary for the completion of the Services, including without limitation geotechnical and other site condition information (unless noted in Request for Services as being obtained by FMPA based on specification developed by Consultant);

(c) Appoint an individual who shall be authorized to act on behalf of the FMPA, with whom the Consultant may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon the FMPA as to all matters pertaining to this Contract and the performance of the Parties hereunder;

(d) Advise Consultant of the existence and undertake the abatement and disposal of all "Hazardous Materials" that constitute "Pre-Existing Contamination" in accordance with the following:

1) "Hazardous Materials" are materials or substances, which, because of their chemical, physical, or biological nature, pose a risk to life, health, or property when released, including all materials and substances defined or classified as hazardous or toxic by applicable Federal, State, or local laws, rules, regulations, and classifications in effect on the date of the Request for Services.

2) "Pre-existing Contamination" is any Hazardous Material present at any site at, or for, which Consultant shall perform any Services that was not brought onto such site or sites by the Consultant.

3) FMPA shall advise Consultant of the existence and undertake the abatement, disposal, and/or mitigation of all Hazardous Materials that constitute a Pre-existing Contamination herein, at any site at, or for, which Consultant shall perform any service.

4) FMPA agrees to release, defend, indemnify, and hold the Consultant harmless, to the extent permitted by law, from and against any and all liability that may in any manner arise in any way directly or indirectly caused by such Pre-existing Contamination except if, and then only to the extent, such liability is caused by the Consultant's negligence, gross negligence or willful misconduct.

5) Consultant shall notify FMPA of any Pre-existing Contamination known to Consultant.

Docusign Envelope ID: EBC46C05-7AC0-4A37-9912-6C21617D6C8A

Section 8. Documents

Consultant agrees to furnish and provide to FMPA, for each Continuing Service Project, copies of all plans, specifications, drawings, project manuals, and other documents (except correspondence) prepared by Consultant under this agreement, at its own expense, as detailed in each Request for Services. The copies shall be furnished as they are prepared and completed by Consultant, and if FMPA requires additional copies, Consultant shall promptly furnish the copies to FMPA at a reasonable cost for the reproduction.

FMPA exclusively retains all ownership rights to all materials or designs developed under this agreement. To the extent the Services performed under this agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for FMPA as the author, creator, or inventor thereof upon creation, and FMPA shall have all rights therein including, without limitation, the right of reproduction, with respect to such work.

Section 9. Confidential and Proprietary Information

For purposes of this Section 9, "Confidential Information" means the confidential and proprietary information of a party (including, with respect only to FMPA, the confidential and proprietary information of any one or more of its member municipal electric utility systems, including FMPA), and includes without limitation all data, specifications, calculations, estimates, plans, drawings, construction or technical documents, photographs, summaries, spreadsheets, reports, memoranda, letters, email, and any other documents, instruments, information and materials of any nature whatsoever, whether oral, written or recorded in another medium, relating to the business of a party (including, with respect only to FMPA, the business of one or more of its member electric utility systems, including FMPA) which has been or may afterwards be provided or disclosed in relation to the Services. Each party may disclose its Confidential Information (including, with respect only to FMPA, the Confidential Information of any one or more of its member municipal electric utility systems, including FMPA) (the "Disclosing Party") to the other Party (the "Receiving Party"). Tangible items of Confidential Information may be marked "CONFIDENTIAL" or "PROPRIETARY" or "CONFIDENTIAL AND PROPRIETARY" by either party, except that no such mark is necessary to cause tangible items to be considered Confidential Information if such tangible items are otherwise included in the definition provided in this Section 9.

The Receiving Party agrees that Confidential Information received must be considered confidential and proprietary property of the Disclosing Party and the Receiving Party, unless prohibited by Florida law, shall hold the same in confidence, and shall not use Confidential Information for purposes other than the purposes contemplated by this agreement, which for Consultant is limited to its rendering of the Services to or for FMPA. The Receiving Party, to the extent permitted by Florida law, shall not disclose, publish, or otherwise reveal any Confidential Information to any third party whatsoever except after receipt of the specific prior written authorization of the Disclosing Party. Consultant, as the

Docusign Envelope ID: EBC46C05-7AC0-4A37-9912-6C21617D6C8A

Receiving Party, further agrees, without limiting the other provisions of this agreement, to not utilize the Confidential Information received in association with the agreement, in any way, for any client other than FMPA and for any matter other than in performance of the Services contemplated hereunder.

Notwithstanding any other provision of this contact, FMPA as the Receiving Party may disclose Confidential Information if necessary, in the opinion of legal counsel for FMPA, to comply with applicable law (including, without limitation, the Florida Public Records Law, Chapter 119, Florida Statutes), order, regulation, ruling, subpoena, or order of a governmental authority or tribunal with competent jurisdiction. In the event that FMPA as the Receiving Party is requested or required to disclose any Confidential Information, FMPA shall promptly notify Consultant of the request or requirement prior to disclosure, if reasonably possible, so that Consultant may, if it elects, seek an appropriate protective order or other designation of such Confidential Information as containing trade secrets or other commercially sensitive information or otherwise seek to contest, limit or protect the confidentiality of any such requested or required disclosure. All costs of seeking any protective order or other designation and for contesting, limiting, or protecting the disclosure of Confidential Information in response to a valid request to or demand upon FMPA as the Receiving Party shall be borne and paid in full by Consultant. With respect to any disclosure made by FMPA as the Receiving Party pursuant to this Section 9, FMPA shall furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its legal counsel, is consistent with the scope of the request or demand to disclose and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

The Receiving Party has no obligation under this agreement with respect to Confidential Information which (1) is, or becomes publicly available without breach of this agreement by the Receiving Party; (2) is rightfully received by the Receiving Party without obligations of confidentiality; (3) is developed by the Receiving Party without breach of this agreement; or (4) is a public record which Receiving Party is obligated by Florida law to disclose to a third party in the opinion of legal counsel for the Receiving Party; provided however, the Confidential Information described in clauses (1), (2), (3), and (4) of this paragraph shall not be disclosed, in response to a formal request, until 20 days after written notice (as defined in Section 15 herein) of the intent to disclose is given to the Disclosing Party along with the asserted grounds for disclosure (unless pursuant to clause (4) only a shorter response is required by Florida law and the Disclosing Party is given advance notice of such response requirement by the Receiving Party not less than one business day prior to disclosure by the Receiving Party).

Section 10. Insurance

During the performance of the Services under this agreement Consultant, for the protection of FMPA, shall maintain the following insurance.

(a) Commercial General Liability Insurance with a combined single limit of $2,000,000 for bodily injury and property damage.

Docusign Envelope ID: EBC46C05-7AC0-4A37-9912-6C21617D6C8A

(b) Automobile Liability Insurance with a combined single limit of $2,000,000 for bodily injury and property damage.

(c) Worker's Compensation Insurance in accordance With statutory requirements and Employers' Liability Insurance with a limit of $500,000 for each person.

(d) Professional Liability Insurance with an annual aggregate limit of $10,000,000.

(e) Consultant, if requested by FMPA by or through a specific Request for Services, shall obtain a quote for project specific professional liability insurance ("Project Specific Insurance Requirements") that will reimburse FMPA for direct damages which may be caused by Consultant's negligence in performing the Services. The proposed limits of liability and coverage period of any Project Specific Insurance Requirements shall be requested by FMPA at the time of the issuance of the Request for Services. Based upon the quote for the project specific policy provided to FMPA by Consultant, FMPA shall decide, within its sole discretion, whether to require Consultant to purchase such Project Specific Insurance Requirements. If purchased, FMPA shall reimburse Consultant for the actual cost of such Project Specific Insurance Requirements.

The Commercial General Liability and Automobile Liability policies shall include FMPA, its directors, officers, agents, and employees as additional insureds to the extent of Consultant's negligence, and to the extent of the insurance limits specified in this Section 10. Consultant shall furnish FMPA certificates of insurance of Consultant's policies covering the stated liabilities, together with the provision that the same shall not be cancelled without at least ten (10) days' written notice to FMPA.

Section 11. Indemnification

To the fullest extent permitted by law, Consultant, its heirs, successors and assigns shall indemnify and hold harmless FMPA, its successors and assigns, and its employees, against any and all claims, suits or actions at law, including the bodily injury or death of Consultant during the performance of the Services regardless of cause and/or all damages, costs and judgments (including reasonable attorneys' fees), incurred by FMPA arising from the negligence, gross negligence or willful misconduct of Consultant while performing work under this agreement. The liability of Consultant is full and complete in all respects and subcontracting any part of the Work shall not relieve it of primary liability.

Section 12. Limitation of Liability

Notwithstanding any other provision of this agreement, and to the fullest extent permitted by law:

(a) FMPA and Consultant shall not be liable to each other for any special, incidental, indirect, or consequential damages, including but not limited to, loss of profits or revenue; loss of use, loss of opportunity; loss of goodwill; cost of substitute facilities,

Docusign Envelope ID: EBC46C05-7AC0-4A37-9912-6C21617D6C8A

goods or services; cost of capital; cost of replacement power, governmental and regulatory sanctions; and claims of customers for such damages.

(b) FMPA's and Consultant's remedies, obligations and liabilities shall be exclusively those specifically expressed in this agreement, and are in lieu of any others available at law or otherwise.

(c) Upon completion of the Services under a Request for Services or termination of this agreement, provisions relating to indemnity and limitations of liability, including but not limited to Sections 11 and 12 herein, shall remain in full force and effect.

Section 13. Force Majeure

In the event that either Party is rendered unable, wholly or in part, to carry out its obligations under this agreement, or is delayed in its performance under this agreement by Force Majeure, it is agreed that, upon a Party giving notice and full particulars of such Force Majeure in writing to the other Party as soon as reasonably possible after the occurrence of the Force Majeure relied upon, the obligations of the Party giving such notice, so far as those obligations are affected by Force Majeure, shall be suspended during the continuance of the inability so caused, and such obligation suspended because of a Force Majeure shall, to the extent possible, be remedied with all reasonable care and speed by the Party affected by Force Majeure. It is understood and agreed that Force Majeure shall not be relied upon as a basis for any Party's failure or delay in paying any money owed and due hereunder. It is further understood and agreed that Consultant shall be entitled to a change under Section 1 for any schedule and cost impacts due to the Force Majeure.

In the event of any nonperformance caused by any of the forces described as Force Majeure, the Party affected shall within seventy-two (72) hours notify the other Party orally, and within seven (7) Business Days of nonperformance provide the other Party with written confirmation of the nature, cause, date of Force Majeure commencement, and anticipated extent of such nonperformance.

The term "Force Majeure," as used herein, shall mean any and all events which occur without the fault or negligence of the Party claiming Force Majeure, and which by the exercise of due diligence such Party is unable to prevent or overcome including without limitation acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, freezes, washouts, power failure, water shortage or adverse weather conditions, arrests, and restraints of governments and people, civil disturbances, explosions, breakage or accidents, the necessity for making repairs or alterations to machinery or lines of pipe (other than regularly scheduled or routine maintenance), acts of civil or military authority (including, but not limited to, courts or administrative or regulatory agencies), governmental action, delay, restraint, or inaction, unavailability of equipment, and other similar or related causes (unless otherwise explicitly excluded herein), including both their direct and indirect consequences and effects, whether or not enumerated

Docusign Envelope ID: EBC46C05-7AC0-4A37-9912-6C21617D6C8A

herein. A Party claiming Force Majeure shall utilize reasonable commercial efforts to mitigate the impact of Force Majeure. "Force Majeure" SHALL NOT MEAN OR INCLUDE the negligence, gross negligence or willful malfeasance of a Party or any of its directors, officers, agents, representatives, independent contractors, or employees.

Section 14. Agreement

This Master Services Agreement and each Request for Services issued hereunder, along with FMPA's RFQ 2024-201 and Consultant's response thereto (which are both incorporated herein by reference), shall constitute the final and complete expression of the agreement between FMPA and Consultant relating to the subject matter of this agreement.

In the event of any inconsistency between the terms of this Master Services Agreement, the terms included in any Request for Services issued hereunder, and those additionally set forth in RFQ 2024-201 and Consultant's response thereto, the following order of precedence is hereby agreed: (1) the terms of this Master Agreement, (2) the terms in any Request for Services, and (3) any additional terms set forth in FMPA's RFQ 2024-201 and Consultant's response thereto.

Section 15. Notices

All notices requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be deemed to have been validly served, or given after deposit in the United States mails, postage prepaid, by certified mail with return receipt requested, delivery to an overnight courier, or if transmitted by facsimile transmission facilities or electronic means of transmitting electronic mail messages, and addressed to the Party to be notified as follows:

If to FMPA at:
Assistant General Manager of Power Resources
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819-9002
Telephone No. (888) 774-7606 (toll free)
(407) 355-7767
Facsimile No. (407) 355-5793

With a copy to:
General Counsel
Florida Municipal Power Agency
2061-2 Delta Way
Post Office Box 3209
Tallahassee, Florida 32315-3209
Telephone No. (877) 297-2012 (toll free)
(850) 297-2011
Facsimile No. (850) 297-2014

Docusign Envelope ID: EBC46C05-7AC0-4A37-9912-6C21617D6C8A

If to Consultant at: Anthony Hanson, PE
1531 Hunt Club Blvd, Suite 200
Gallatin, TN 37066
Telephone No. (615) 527-7084

With a copy to: Jane Woods, Contracts Administrator
PO Box 2808
Norcross, GA 30091
Telephone No. (770) 453-1400
Facsimile No. (770) 453-1411

Except as otherwise provided in this agreement, any Notices shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (local time and at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and holidays recognized by FMPA shall not be regarded as business days. Counsel for FMPA and counsel for Consultant may deliver Notice on behalf of FMPA and Consultant. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addresses set forth in this agreement.

Section 16. General Terms and Conditions

(a) This agreement shall not be assigned in whole or in part except as may be approved in writing by FMPA and Consultant.

(b) No term of this agreement shall be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the other party granting such waiver or consent. The failure or delay of any Party at any time to require performance by another Party of any provision of this agreement, even if known, shall not affect the continuing right of such Party to require performance of that provision or to exercise any right, power, or remedy hereunder.

(c) No amendment to this agreement (including any amendment to this Section) shall be effective unless agreed to in writing by both of the Parties to this agreement.

(d) If any provision of this agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.

(e) This agreement shall be governed by the laws of the State of Florida. All controversies, claims or disputes arising out of this agreement shall be brought exclusively in appropriate court in Leon County, Florida.

Docusign Envelope ID: EBC46C05-7AC0-4A37-9912-6C21617D6C8A

ATTACHMENT A

REQUEST FOR SERVICES
OCALA SILVER SPRINGS RELAY SETTINGS REVIEW

Pursuant to the terms and conditions of the Master Services Agreement executed and made effective as of the 26th day of November 2024, by and between Florida Municipal Power Agency ("FMPA") and Patterson & Dewar Engineers, Inc. ("Consultant"), FMPA hereby requests Consultant to perform the following Services:

A. Project Scope of Services: For the City of Ocala, FL ("City"), Consultant will perform the following tasks:
   - Evaluate of low side bus differential protection scheme for the Ocala Silver Springs Substation
   - Review of relay settings, relay one lines for the purpose of evaluating implementation of the differential scheme
   - Determine acceptable coordination and propose adjustment of settings for the purpose of arc hazard incident energy mitigation
   - Submit findings and recommendations to FMPA/City
   - Discussions as necessary

B. Project Schedule: Consultant is prepared to begin work immediately.

C. Additional FMPA Responsibilities: None

D. Project Compensation: Services under this Agreement will be provided on the basis of time and materials for an estimated total not to exceed Four Thousand Dollars ($4,000). Consultant will not exceed that amount without obtaining the prior written authorization of FMPA. Consultant shall not be required to furnish additional services or incur additional expenses without written authorization and additional funding from FMPA.

E. Project Specific Insurance Requirements (if any): None

F. Is this a Major Project?: No

This Request for Services and the above-referenced Master Services Agreement constitute the complete understanding of the Parties with respect to the Services specified herein. Terms and conditions contained in purchase orders, work orders, or other documents issued by either Party with respect to the Services shall be of no force and effect.

IN WITNESS WHEREOF, the Parties have executed this Request for Services effective as of the 6/27/2025 day of _____, 20___.

FLORIDA MUNICIPAL POWER AGENCY		PATTERSON & DEWAR ENGINEERS, INC.	
Signed	Signed by: Janice Mitchell 5D198B43B58A4E1...	Signed	P Anthony Hanson
Name	Janice Mitchell	Name	**P. Anthony Hanson, PE**
Title	CFO	Title	**Business Manager, Substations**
Date Signed	6/27/2025	Date Signed	**June 10, 2025**

As approved as to form and Legality:

Signed by: William E. Sexton 4455AB8A8ED04F3...
William E. Sexton, City Attorney

Certificate Of Completion

Envelope Id: EBC46C05-7AC0-4A37-9912-6C21617D6C8A
Status: Completed
Subject: SIGNATURE: Master Service Agreement with FMPA (ELE/250749)
Source Envelope:
Document Pages: 12
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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

Record Tracking

Status: Original
6/24/2025 1:05:46 PM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
William E. Sexton wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/24/2025 1:16:13 PM Viewed: 6/26/2025 4:03:52 PM Signed: 6/26/2025 4:16:05 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/26/2025 4:16:11 PM Viewed: 6/27/2025 10:58:23 AM Signed: 6/27/2025 10:58:55 AM
Electronic Record and Signature Disclosure: Accepted: 6/27/2025 10:58:23 AM ID: f11336e2-24bb-4f4a-aaa4-4b2f2977700b		

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	6/24/2025 1:16:13 PM
Certified Delivered	Security Checked	6/27/2025 10:58:23 AM
Signing Complete	Security Checked	6/27/2025 10:58:55 AM
Completed	Security Checked	6/27/2025 10:58:55 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Docusign Envelope ID: 1D773BC1-A745-4B00-B90C-1C68E455670E

MEMORANDUM OF UNDERSTANDING

Traffic and Criminal Software (TraCS)

WITNESSETH

WHEREAS, on _____ ("Effective Date") this MOU is entered into by and between The Panama City Police Department, hereafter referred to as PCPD, and the Ocala Police Department, hereafter referred to as Contract Agency (CA), which both criminal justice agencies, formally recognized by the Federal Bureau of Investigation (FBI) and the Florida Department of Law Enforcement (FDLE), and;

WHEREAS, PCPD and the CA are headquartered within the boundaries of the State of Florida, and;

WHEREAS, both PCPD and the CA have entered into Criminal Justice User Agreements (UA) with FDLE and are required to abide by the current FBI Criminal Justice Information System (CJIS) Security Policy (CSP) for access to state and national Criminal Justice Information (CJI) as defined by the CSP, and;

WHEREAS, the FDLE CJIS Director functions as the CJIS Systems Officer (CSO) for the State of Florida, required by the CSP and UA to grant and authorize access to CJI within the State of Florida, and;

WHEREAS, PCPD presently has the benefit of contracting with TraCS Florida, a private vendor, operated and maintained by FSU, which provides access to TraCS, and;

WHEREAS, the CA wishes to utilize the PCPD FSU TraCS Systems for law enforcement purposes, and;

WHEREAS, PCPD is willing to share individual background screening information obtained from state and national fingerprint-based records checks with the CA, in a manner consistent with the requirements of the CSP;

WHEREAS, unescorted physical or logical access is defined in Appendix A of the CSP under the definition for Access to Criminal Justice Information.

NOW THEREFORE, the parties agree as follows,

1. FSU will provide PCPD with a current and complete list of all personnel who require unescorted physical or logical access to CJI in TraCS.

2. PCPD will maintain a MOU with the Florida Highway Patrol stating FHP is the lead criminal justice agency for DSM, where the TraCS server physically resides.

3. Per the MOU with FHP, FHP will ensure that all DSM personnel meet CJIS requirements for personnel screening and will notify PCPD of any personnel change.

Docusign Envelope ID: 1D773BC1-A745-4B00-B90C-1C68E455670E

4. PCPD will ensure all personnel provided in Section 1, above, are appropriately screened and trained.

5. PCPD will fingerprint and submit the requisite identification information on personnel who require unescorted physical or logical access to CJI in TraCS prior to being granted access. PCPD will use its criminal justice ORI for submitting fingerprints required by the CSP and UA. PCPD will retain the fingerprint-based records check, the signed security addendums, and the completed Security Awareness Level 4 certificates for said personnel.

6. PCPD will maintain a current and complete list of all personnel who have been authorized to unescorted physical or logical access to CJI in TraCS. Individual information shall include name, date of birth, and if previously provided, Social Security Number or unique identification to accurately identify the individual.

7. PCPD shall provide to the CA the list of all personnel who are authorized unescorted physical or logical access to CJI inside TraCS.

8. PCPD shall defer to the FDLE CSO regarding any issues with respect to unescorted physical or logical access to CJI and/or CJI systems eligibility as required by the CSP and UA.

9. When any change occurs to the list of authorized personnel, the PCPD shall provide to the CA the corrected or revised list of authorized personnel, and specifically identify any additions, deletions, or modifications to the list.

10. PCPD will notify the CA in the event that an individual, whether seeking or already authorized unescorted physical or logical access to CJI in TraCS, is denied such access by the FDLE CSO.

11. To properly assess any potentially disqualifying information as it becomes available, every year, PCPD shall perform a name-based check via the FCIC message switch, to include, but not limited to, hot files, and state/national criminal history record information searches, on all personnel authorized unescorted physical or logical access to CJI in TraCS.

12. Upon notification/determination of any type of reported or observed criminal or other disqualifying activity by an individual authorized access to CJI in TraCS, the PCPD shall immediately notify the CA via formal correspondence of the individual's activity.

13. PCPD shall immediately notify the CA upon learning of the termination or suspension from employment of an individual authorized access to CJI in TraCS.

14. The CA shall be entitled to use, through agents and employees of the PCPD, the TraCS interface located at DSM Technology Consultants, LLC (DSM) data centers located in Winter Haven, FL. for the purpose of gaining access to information Systems for law enforcement purposes.

15. The CA agrees to abide by all applicable logical, state, and federal laws, rules, and regulations, with regards to the use of any device accessing CJI and/or TraCS under the terms of this agreement.

Docusign Envelope ID: 1D773BC1-A745-4B00-B90C-1C68E455670E

16. The CA agrees to abide by all terms and conditions of the most recent UA executed into between FDLE and the CA.

17. The CA agrees that it shall make use of the TraCS access in compliance with the CSP.

18. If the CA intends to use mobile devices (as defined in the CSP), the CA agrees to have and operate a Mobile Device Management (MDM) solution as required by the CSP.

19. In compliance with the FDLE UA, the CA agrees to have a formal written policy restricting criminal justice applications and networks access to agency owned devices and forbidding access and use of criminal justice applications and networks access on personally owned or public devices.

20. The CA grants DSM permission to retain and host all records created inside TraCS by the CA in accordance with the CSP and FDLE UA.

21. The CA acknowledges that backups for all hosted records created inside TraCS by the CA are stored at DSM.

22. The CA grants PCPD and aforementioned personnel provided in section 1 permission to view and create records in TraCS on behalf of the CA solely for the purposes of training or troubleshooting.

23. The CA agrees that neither PCPD nor the aforementioned personnel provided in section 1 are responsible for fulfilling public records requests on behalf of the CA. PCPD agrees to forward all public records requests it receives for records created and/or owned as described in section 22 by the CA to the CA.

24. The CA retains ownership of all records created inside TraCS by the CA and responses generated as a direct result of the CA, including user accounts, account access and audit logs, user activity, query history, and query responses, and agrees to fulfill any and all public records requests regarding those records.

25. The CA agrees that neither PCPD nor the aforementioned personnel provided in section 1 are responsible for fulfilling non-governmental, third-party requests for records on behalf of the CA. PCPD and the TraCS agree to forward all records requests received for records created and/or owned as described in section 22 by the CA to the CA.

26. PCPD agrees that the current FCIC Agency Coordinator (FAC) of the CA as recorded with FDLE and/or the current agency head within the CA shall be notified by PCPD of updates and information regarding personnel authorized to access CJI, including but not limited to when an individual is added or removed from the list of authorized users or when an individual on the list is arrested.

27. PCPD shall have formal written guidelines defining the processes associated with implementation of this Agreement.

28. PCPD will forward a copy of this Agreement of the FDLE CSO.

Docusign Envelope ID: 1D773BC1-A745-4B00-B90C-1C68E455670E

29. The term of this agreement shall commence on the Effective Date and shall remain in force until terminated in accordance with the terms herein.

30. Either party may terminate this Agreement upon thirty (30) days written notice or immediately by PCPD without notice upon finding that the CA has violated terms of this Agreement, or immediately by the CA without notice upon finding that PCPD has violated the terms of this MOU.

31. This agreement constitutes the entire agreement of the parties and may not be modified or amended without written agreement executed by both parties and establishes procedures and policies that will guide all parties to comply and adhere to the CJIS Security Policy.

32. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between PCPD and the CA with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation; commitment, agreement or writing will have no further rights or obligations there under.

[SIGNATURES ON THE FOLLOWING PAGE]

Docusign Envelope ID: 1D773BC1-A745-4B00-B90C-1C68E455670E

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

Panama City Police Department

Agency Name (PCPD)

Authorized Signatory (PCPD)

Mark Smith # 604	Chief of Police
Printed Name / ID #	Title

City of Ocala, by and through Ocala Police Department

Agency Name (CA)

DocuSigned by:

Mike Balken

A2DB4A6A5AAB4A3...

Authorized Signatory (CA)

Mike Balken	cHIEF
Printed Name / ID #	Title

The current FBI CJIS CSP mandates all agencies connected to the FBI CJIS systems adhere to regulation set forth within the Security Policy. Included within the term "personnel" are all individuals who are utilized by criminal justice agencies to implement, deploy, and/or maintain the computers and/or networks of the criminal justice agency which are used to access FBI CJIS systems. These individuals include city/county IT personnel, and private vendors. The subject of non-criminal justice governmental personnel and private vendors is addressed in Sections 5.1.1.5(1) of the CJIS Security Policy, and the Security Addendum, which can be found in Appendix H.

Approved as to form and legality:

Signed by:

William E. Sexton, Esq.

B07DCFC4E86E429...

DocuSigned by:

Benjamin Marciano

2EB86ED27B19440...

Benjamin Marciano

BM

Certificate Of Completion

Envelope Id: 1D773BC1-A745-4B00-B90C-1C68E455670E
Status: Completed
Subject: SIGNATURE - MOU - TraCS - OPD and Panama City PD (OPD/250672)
Source Envelope:
Document Pages: 5
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
5/29/2025 10:15:02 AM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/29/2025 10:20:42 AM Viewed: 5/29/2025 11:24:43 AM Signed: 5/29/2025 11:44:50 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Mike Balken mbalken@ocalapd.gov cHIEF Security Level: Email, Account Authentication (None)	DocuSigned by: Mike Balken 2DC018CA5AF443E... Signature Adoption: Pre-selected Style Using IP Address: 208.56.25.83	Sent: 5/29/2025 11:44:52 AM Viewed: 6/9/2025 1:28:19 PM Signed: 6/9/2025 1:28:36 PM
Electronic Record and Signature Disclosure: Accepted: 2/24/2023 9:56:54 AM ID: ca99c17b-3fcf-4dc1-9774-38253d87606f		
Benjamin Marciano bmarciano@ocalafl.gov BM Security Level: Email, Account Authentication (None)	DocuSigned by: Benjamin Marciano 2EB86ED27B19440... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/9/2025 1:28:38 PM Resent: 6/24/2025 11:34:59 AM Viewed: 6/24/2025 1:57:28 PM Signed: 6/24/2025 1:57:48 PM
Electronic Record and Signature Disclosure: Accepted: 6/9/2025 6:52:58 PM ID: afdec09e-ec09-432f-a0a2-cb61cbe2a842		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/29/2025 10:20:42 AM
Certified Delivered	Security Checked	6/24/2025 1:57:28 PM
Signing Complete	Security Checked	6/24/2025 1:57:48 PM
Completed	Security Checked	6/24/2025 1:57:48 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.

File #: 2025-1672 Agenda Item #: 17b.

Submitted By: Marie Brooks

Presentation By: Doug Peebles

Department: Electric Utility

STAFF REPORT:
Power Cost Adjustment Report - June 2025

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Power Cost Adjustment (PCA) rate is the mechanism by which the positive and negative fluctuations in power costs are passed through to the customer. Power costs and sales are reviewed monthly to project over- or under-collections for the year. While the PCA can be adjusted as often as monthly, the recent practice has been to make minimal adjustments to maintain stable customer rates.

As requested by the City Council, a monthly report on the projected over- or under-collection of the PCA is attached.

On July 15, 2025, staff participated in a rate call with the Florida Municipal Power Agency (FMPA). Based on rate projections at that time and our sales projections, an over-collection of $3,299,728 is projected for the end of Fiscal Year 2024-25.

The policy sets the rate stabilization reserve funding range at 15 to 25 percent of projected fuel costs. As of June 30, 2025, the reserve is funded at approximately 23 percent of the projected power cost and is in compliance with policy requirements.

City Council Report
Power Cost Adjustment Projection

June 2025

On July 15, 2025, staff participated in a rate call with FMPA. Based on their current rate projections and our sales projections, an over-collection of $3,299,728 is estimated for the fiscal year-end.

FMPA updates its rate projections monthly, and staff will continue to monitor and provide monthly updates. Staff will continue to monitor the PCA and make recommendations as necessary.

Projected Annual Power Costs		$117,928,763
Projected Annual kWh Sales		1,400,659,533
PCA Rate for: 6/30/2025		$0.02815
Cumulative Over(Under) Collection:	6/30/2025	($2,007,452)
Projected Over(Under) Collection:	9/30/2025	$3,299,728

File #: 2025-1697 Agenda Item #: 17c.

Submitted By: Judy Wade

Department: Budget

STAFF RECOMMENDATION (Motion Ready):
Monthly budget to actual report and Capital Improvement Project status report as of June 30, 2025

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

In accordance with City Council direction, attached is a review of the budget to actual performance for June 2025. As previously committed, staff will supply the Council with a monthly informational budget-to-actual report at the earliest opportunity after closing balances of the prior month.

Attached is a fund-level summary of all revenues and expenses. For the General Fund, an additional summary report is available at the department level.

Typically, state revenues lag two months behind. Therefore, May and June revenues have not yet been recorded (i.e., Sales Tax, Municipal Revenue sharing, etc.). Additionally, Ad Valorem revenues are at 100.12 percent collected.

A financial status report for Capital Projects is also included.

GENERAL FUND

As of 6/30/2025

FUND # 001		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	44,600,000	70,278,176	0	70,278,176	0.00%
	Total CASH BALANCE FORWARD	**44,600,000**	**70,278,176**	**0**	**70,278,176**	**0.00%**
Revenues	Ad Valorem	40,746,463	40,746,463	40,796,114	(49,651)	100.12%
	Local Option Taxes	1,569,905	1,569,905	0	1,569,905	0.00%
	Utility Service Tax	11,260,000	11,260,000	9,163,062	2,096,938	81.38%
	Communications service Tax	3,000,000	3,000,000	2,400,642	599,358	80.02%
	Local Business Tax	431,000	431,000	372,488	58,512	86.42%
	Permits, Fees, Spec Assess	20,664,000	18,479,000	17,687,504	791,496	95.72%
	Intergovernmental Revenue	9,988,528	16,033,450	8,115,514	7,917,936	50.62%
	Charges for Service	9,495,027	8,808,277	7,196,145	1,612,132	81.70%
	Fines & Forfeits	555,000	555,000	487,976	67,024	87.92%
	Miscellaneous Revenues	775,868	912,801	2,897,205	(1,984,404)	317.40%
	Total Revenues	**98,485,791**	**101,795,896**	**89,116,651**	**12,679,245**	**87.54%**
Transfers from Other Funds	Interfund Transfers	29,763,661	31,176,931	24,016,637	7,160,294	77.03%
	Total Transfers from Other Funds	**29,763,661**	**31,176,931**	**24,016,637**	**7,160,294**	**77.03%**
TOTAL REVENUES & TRANSFERS		**172,849,452**	**203,251,003**	**113,133,288**	**90,117,715**	**55.66%**
Operating Expenditures	Salaries & Benefits	100,069,381	99,128,489	70,746,997	28,381,492	71.37%
	Operating	23,469,790	28,865,896	17,992,412	10,873,484	62.33%
	Capital	1,198,764	10,348,438	5,968,257	4,380,181	57.67%
	Non-Operating	445,000	202,500	178,843	23,658	88.32%
	Total Operating Expenditures	**125,182,935**	**138,545,323**	**94,886,509**	**43,658,814**	**68.49%**
Transfers & Reserves	Transfers to Other Funds	14,990,641	18,532,897	13,716,984	4,815,913	74.01%
	Reserves	32,675,876	46,172,783	0	46,172,783	0.00%
	Total Transfers & Reserves	**47,666,517**	**64,705,680**	**13,716,984**	**50,988,696**	**21.20%**
TOTAL EXPENDITURES		**172,849,452**	**203,251,003**	**108,603,493**	**94,647,510**	**53.43%**

FUND # 091		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	3,668,424	7,445,070	0	7,445,070	0.00%
	Total CASH BALANCE FORWARD	**3,668,424**	**7,445,070**	**0**	**7,445,070**	**0.00%**
Revenues	Ad Valorem	5,550,066	5,550,066	5,557,962	(7,896)	100.14%
	Intergovernmental Revenue	0	104,000	0	104,000	0.00%
	Miscellaneous Revenues	0	0	347,996	(347,996)	0.00%
	Total Revenues	**5,550,066**	**5,654,066**	**5,905,958**	**(251,892)**	**104.46%**
TOTAL REVENUES & TRANSFERS		**9,218,490**	**13,099,136**	**5,905,958**	**7,193,178**	**45.09%**
Operating Expenditures	Non-Operating	597,412	0	0	0	0.00%
	Operating	3,613,597	5,934,027	3,724,243	2,209,784	62.76%
	Capital	0	969,270	19,813	949,457	2.04%
	Salaries & Benefits	1,048,861	1,051,021	717,046	333,975	68.22%
	Total Operating Expenditures	**5,259,870**	**7,954,318**	**4,461,102**	**3,493,216**	**56.08%**
Transfers & Reserves	Transfers to Other Funds	0	597,412	183,135	414,277	30.65%
	Reserves	3,958,620	4,547,406	0	4,547,406	0.00%
	Total Transfers & Reserves	**3,958,620**	**5,144,818**	**183,135**	**4,961,683**	**3.56%**
TOTAL EXPENDITURES		**9,218,490**	**13,099,136**	**4,644,237**	**8,454,899**	**35.45%**

FUND # 092		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	2,135,932	4,793,549	0	4,793,549	0.00%
	Total CASH BALANCE FORWARD	**2,135,932**	**4,793,549**	**0**	**4,793,549**	**0.00%**
Revenues	Ad Valorem	1,850,022	1,850,022	1,852,654	(2,632)	100.14%
	Miscellaneous Revenues	0	0	164,630	(164,630)	0.00%
	Total Revenues	**1,850,022**	**1,850,022**	**2,017,284**	**(167,262)**	**109.04%**
TOTAL REVENUES & TRANSFERS		**3,985,954**	**6,643,571**	**2,017,284**	**4,626,287**	**30.36%**
Operating Expenditures	Operating	150,000	236,733	75,600	161,133	31.93%
	Capital	1,150,536	3,461,507	2,771,370	690,137	80.06%
	Total Operating Expenditures	**1,300,536**	**3,698,240**	**2,846,970**	**851,270**	**76.98%**
Transfers & Reserves	Reserves	2,685,418	2,945,331	0	2,945,331	0.00%
	Total Transfers & Reserves	**2,685,418**	**2,945,331**	**0**	**2,945,331**	**0.00%**
TOTAL EXPENDITURES		**3,985,954**	**6,643,571**	**2,846,970**	**3,796,601**	**42.85%**

PARKING FUND

As of 6/30/2025

FUND # 094		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	104,800	167,153	0	167,153	0.00%
	Total CASH BALANCE FORWARD	**104,800**	**167,153**	**0**	**167,153**	**0.00%**
Revenues	Charges for Service	199,000	199,000	142,767	56,233	71.74%
	Fines & Forfeits	12,000	12,000	67,147	(55,147)	559.56%
	Miscellaneous Revenues	0	0	6,531	(6,531)	0.00%
	Total Revenues	**211,000**	**211,000**	**216,445**	**(5,445)**	**102.58%**
Transfers from Other Funds	Interfund Transfers	29,753	29,753	22,315	7,438	75.00%
	Total Transfers from Other Funds	**29,753**	**29,753**	**22,315**	**7,438**	**75.00%**
TOTAL REVENUES & TRANSFERS		**345,553**	**407,906**	**238,760**	**169,146**	**58.53%**
Operating Expenditures	Salaries & Benefits	125,696	125,847	87,114	38,733	69.22%
	Operating	193,294	201,801	91,138	110,663	45.16%
	Capital	26,563	26,563	26,563	0	100.00%
	Total Operating Expenditures	**345,553**	**354,211**	**204,815**	**149,396**	**57.82%**
Transfers & Reserves	Transfers to Other Funds	0	53,695	53,695	0	100.00%
	Total Transfers & Reserves	**0**	**53,695**	**53,695**	**0**	**100.00%**
TOTAL EXPENDITURES		**345,553**	**407,906**	**258,510**	**149,396**	**63.37%**

FIRE IMPACT FEES

As of 6/30/2025

FUND # 097		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	779,848	1,974,123	0	1,974,123	0.00%
	Total CASH BALANCE FORWARD	**779,848**	**1,974,123**	**0**	**1,974,123**	**0.00%**
Revenues	Permits, Fees, Spec Assess	0	0	171,475	(171,475)	0.00%
	Miscellaneous Revenues	0	0	44,414	(44,414)	0.00%
	Total Revenues	**0**	**0**	**215,889**	**(215,889)**	**0.00%**
TOTAL REVENUES & TRANSFERS		**779,848**	**1,974,123**	**215,889**	**1,758,234**	**10.94%**
Operating Expenditures	Capital	0	1,611,711	1,611,711	0	100.00%
	Total Operating Expenditures	**0**	**1,611,711**	**1,611,711**	**0**	**100.00%**
Transfers & Reserves	Reserves	779,848	362,412	0	362,412	0.00%
	Total Transfers & Reserves	**779,848**	**362,412**	**0**	**362,412**	**0.00%**
TOTAL EXPENDITURES		**779,848**	**1,974,123**	**1,611,711**	**362,412**	**81.64%**

1/8 MILL NEIGHBORHOOD ENHANCE

As of 6/30/2025

FUND # 103		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	1,148,386	2,071,673	0	2,071,673	0.00%
	Total CASH BALANCE FORWARD	**1,148,386**	**2,071,673**	**0**	**2,071,673**	**0.00%**
Revenues	Ad Valorem	925,011	925,011	926,327	(1,316)	100.14%
	Miscellaneous Revenues	0	0	78,502	(78,502)	0.00%
	Total Revenues	**925,011**	**925,011**	**1,004,829**	**(79,818)**	**108.63%**
TOTAL REVENUES & TRANSFERS		**2,073,397**	**2,996,684**	**1,004,829**	**1,991,855**	**33.53%**
Operating Expenditures	Operating	600,000	712,087	440,838	271,249	61.91%
	Capital	600,000	684,057	(45,331)	729,388	0.00%
	Total Operating Expenditures	**1,200,000**	**1,396,144**	**395,507**	**1,000,638**	**28.33%**
Transfers & Reserves	Reserves	873,397	1,600,540	0	1,600,540	0.00%
	Total Transfers & Reserves	**873,397**	**1,600,540**	**0**	**1,600,540**	**0.00%**
TOTAL EXPENDITURES		**2,073,397**	**2,996,684**	**395,507**	**2,601,178**	**13.20%**

FUND # 109		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	3,105,676	6,219,138	0	6,219,138	0.00%
	Total CASH BALANCE FORWARD	**3,105,676**	**6,219,138**	**0**	**6,219,138**	**0.00%**
Revenues	Local Option Taxes	4,386,730	5,366,672	3,643,799	1,722,873	67.90%
	Intergovernmental Revenue	0	0	297,926	(297,926)	0.00%
	Charges for Service	499,614	499,614	499,614	0	100.00%
	Fines & Forfeits	5,000	5,000	0	5,000	0.00%
	Miscellaneous Revenues	18,000	18,000	241,236	(223,236)	1340.20%
	Total Revenues	**4,909,344**	**5,889,286**	**4,682,575**	**1,206,711**	**79.51%**
TOTAL REVENUES & TRANSFERS		**8,015,020**	**12,108,424**	**4,682,575**	**7,425,849**	**38.67%**
Operating Expenditures	Operating	2,196,477	2,355,558	1,753,545	602,013	74.44%
	Capital	3,325,963	4,669,847	1,453,990	3,215,857	31.14%
	Salaries & Benefits	1,732,872	1,735,389	1,322,404	412,985	76.20%
	Total Operating Expenditures	**7,255,312**	**8,760,794**	**4,529,939**	**4,230,855**	**51.71%**
Transfers & Reserves	Reserves	759,708	3,348,487	0	3,348,487	0.00%
	Total Transfers & Reserves	**759,708**	**3,348,487**	**0**	**3,348,487**	**0.00%**
TOTAL EXPENDITURES		**8,015,020**	**12,109,281**	**4,529,939**	**7,579,342**	**37.41%**

FUND # 111		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	404,983	434,770	0	434,770	0.00%
	Total CASH BALANCE FORWARD	**404,983**	**434,770**	**0**	**434,770**	**0.00%**
Revenues	Ad Valorem	142,779	142,779	145,512	(2,733)	101.91%
	Miscellaneous Revenues	0	0	16,514	(16,514)	0.00%
	Total Revenues	**142,779**	**142,779**	**162,026**	**(19,247)**	**113.48%**
TOTAL REVENUES & TRANSFERS		**547,762**	**577,549**	**162,026**	**415,523**	**28.05%**
Operating Expenditures	Operating	38,571	38,571	11,628	26,943	30.15%
	Non-Operating	175	175	175	0	100.00%
	Salaries & Benefits	3,660	3,660	3,660	0	100.00%
	Total Operating Expenditures	**42,406**	**42,406**	**15,463**	**26,943**	**36.47%**
Transfers & Reserves	Transfers to Other Funds	10,000	10,000	7,500	2,500	75.00%
	Reserves	495,356	525,143	0	525,143	0.00%
	Total Transfers & Reserves	**505,356**	**535,143**	**7,500**	**527,643**	**1.40%**
TOTAL EXPENDITURES		**547,762**	**577,549**	**22,963**	**554,586**	**3.98%**

AFFORDABLE HOUSING FUND

As of 6/30/2025

FUND # 112		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	479,135	1,350,456	0	1,350,456	0.00%
	Total CASH BALANCE FORWARD	**479,135**	**1,350,456**	**0**	**1,350,456**	**0.00%**
Revenues	Charges for Service	125,000	125,000	84,201	40,799	67.36%
	Miscellaneous Revenues	0	0	44,091	(44,091)	0.00%
	Total Revenues	**125,000**	**125,000**	**128,292**	**(3,292)**	**102.63%**
Transfers from Other Funds	Interfund Transfers	0	100,000	100,000	0	100.00%
	Total Transfers from Other Funds	**0**	**100,000**	**100,000**	**0**	**100.00%**
TOTAL REVENUES & TRANSFERS		**604,135**	**1,575,456**	**228,292**	**1,347,164**	**14.49%**
Operating Expenditures	Operating	150,000	0	0	0	0.00%
	Non-Operating	0	250,000	11,573	238,427	4.63%
	Total Operating Expenditures	**150,000**	**250,000**	**11,573**	**238,427**	**4.63%**
Transfers & Reserves	Reserves	454,135	1,325,456	0	1,325,456	0.00%
	Total Transfers & Reserves	**454,135**	**1,325,456**	**0**	**1,325,456**	**0.00%**
TOTAL EXPENDITURES		**604,135**	**1,575,456**	**11,573**	**1,563,883**	**0.73%**

BUILDING FUND

As of 6/30/2025

FUND # 115		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
Revenues	Permits, Fees, Spec Assess	0	2,185,000	1,322,102	862,898	60.51%
	Charges for Service	0	701,750	425,082	276,668	60.57%
	Miscellaneous Revenues	0	0	(9,845)	9,845	0.00%
	Total Revenues	**0**	**2,886,750**	**1,737,340**	**1,149,410**	**60.18%**
Transfers from Other Funds	Interfund Transfers	0	1,949,683	1,949,683	0	100.00%
	Total Transfers from Other Funds	**0**	**1,949,683**	**1,949,683**	**0**	**100.00%**
TOTAL REVENUES & TRANSFERS		**0**	**4,836,433**	**3,687,023**	**1,149,410**	**76.23%**
Operating Expenditures	Salaries & Benefits	0	2,364,641	1,718,528	646,113	72.68%
	Operating	0	985,861	593,418	392,443	60.19%
	Capital	0	31,660	22,750	8,910	71.86%
	Total Operating Expenditures	**0**	**3,382,162**	**2,334,696**	**1,047,466**	**69.03%**
Transfers & Reserves	Reserves	0	1,812,434	0	1,812,434	0.00%
	Total Transfers & Reserves	**0**	**1,812,434**	**0**	**1,812,434**	**0.00%**
TOTAL EXPENDITURES		**0**	**5,194,596**	**2,334,696**	**2,859,900**	**44.94%**

FUND # 120		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	9,732,008	33,509,066	0	33,509,066	0.00%
	Total CASH BALANCE FORWARD	**9,732,008**	**33,509,066**	**0**	**33,509,066**	**0.00%**
Revenues	Local Option Taxes	3,130,380	12,246,836	8,719,036	3,527,800	71.19%
	Miscellaneous Revenues	0	0	1,101,410	(1,101,410)	0.00%
	Total Revenues	**3,130,380**	**12,246,836**	**9,820,446**	**2,426,390**	**80.19%**
TOTAL REVENUES & TRANSFERS		**12,862,388**	**45,755,902**	**9,820,446**	**35,935,456**	**21.46%**
Operating Expenditures	Operating	0	1,203,656	283,545	920,111	23.56%
	Capital	7,904,238	31,923,367	25,447,128	6,476,239	79.71%
	Total Operating Expenditures	**7,904,238**	**33,127,023**	**25,730,672**	**7,396,351**	**77.67%**
Transfers & Reserves	Reserves	4,958,150	12,628,879	0	12,628,879	0.00%
	Total Transfers & Reserves	**4,958,150**	**12,628,879**	**0**	**12,628,879**	**0.00%**
TOTAL EXPENDITURES		**12,862,388**	**45,755,902**	**25,730,672**	**20,025,230**	**56.23%**

SHIP-LOCAL HOUSING ASSISTANCE

As of 6/30/2025

FUND # 140		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
Revenues	Intergovernmental Revenue	0	797,824	460,080	337,744	57.67%
	Miscellaneous Revenues	0	43,849	41,681	2,168	95.06%
	Total Revenues	**0**	**841,673**	**501,761**	**339,912**	**59.61%**
TOTAL REVENUES & TRANSFERS		**0**	**841,673**	**501,761**	**339,912**	**59.61%**
Operating Expenditures	Operating	0	833,607	379,864	453,743	45.57%
	Non-Operating	0	8,066	0	8,066	0.00%
	Total Operating Expenditures	**0**	**841,673**	**379,864**	**461,809**	**45.13%**
TOTAL EXPENDITURES		**0**	**841,673**	**379,864**	**461,809**	**45.13%**

FUND # 158		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	11,786,362	15,562,639	0	15,562,639	0.00%
	Total CASH BALANCE FORWARD	**11,786,362**	**15,562,639**	**0**	**15,562,639**	**0.00%**
Revenues	Permits, Fees, Spec Assess	60,000	60,000	15,563	44,438	25.94%
	Intergovernmental Revenue	0	470,781	0	470,781	0.00%
	Charges for Service	8,401,240	8,401,240	6,081,208	2,320,032	72.38%
	Miscellaneous Revenues	0	0	478,971	(478,971)	0.00%
	Total Revenues	**8,461,240**	**8,932,021**	**6,575,741**	**2,356,280**	**73.62%**
TOTAL REVENUES & TRANSFERS		**20,247,602**	**24,494,660**	**6,575,741**	**17,918,919**	**26.85%**
Operating Expenditures	Salaries & Benefits	2,325,363	2,329,546	1,624,582	704,964	69.74%
	Operating	4,332,434	5,518,664	3,889,480	1,629,184	70.48%
	Capital	968,307	4,021,293	2,889,730	1,131,563	71.86%
	Total Operating Expenditures	**7,626,104**	**11,869,503**	**8,403,792**	**3,465,711**	**70.80%**
Transfers & Reserves	Reserves	12,621,498	12,657,004	0	12,657,004	0.00%
	Total Transfers & Reserves	**12,621,498**	**12,657,004**	**0**	**12,657,004**	**0.00%**
TOTAL EXPENDITURES		**20,247,602**	**24,526,507**	**8,403,792**	**16,122,715**	**34.26%**

FUND # 261		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	1,745,925	1,740,837	0	1,740,837	0.00%
	Total CASH BALANCE FORWARD	**1,745,925**	**1,740,837**	**0**	**1,740,837**	**0.00%**
Revenues	Miscellaneous Revenues	4,120	4,120	24,588	(20,468)	596.80%
	Total Revenues	**4,120**	**4,120**	**24,588**	**(20,468)**	**596.80%**
Transfers from Other Funds	Interfund Transfers	1,976,400	1,976,400	1,482,300	494,100	75.00%
	Total Transfers from Other Funds	**1,976,400**	**1,976,400**	**1,482,300**	**494,100**	**75.00%**
TOTAL REVENUES & TRANSFERS		**3,726,445**	**3,721,357**	**1,506,888**	**2,214,469**	**40.49%**
Operating Expenditures	Non-Operating	1,954,725	1,954,725	1,954,125	600	99.97%
	Total Operating Expenditures	**1,954,725**	**1,954,725**	**1,954,125**	**600**	**99.97%**
Transfers & Reserves	Transfers to Other Funds	3,520	3,520	0	3,520	0.00%
	Reserves	1,768,200	1,763,112	0	1,763,112	0.00%
	Total Transfers & Reserves	**1,771,720**	**1,766,632**	**0**	**1,766,632**	**0.00%**
TOTAL EXPENDITURES		**3,726,445**	**3,721,357**	**1,954,125**	**1,767,232**	**52.51%**

FUND # 265		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	4,004,805	4,004,805	0	4,004,805	0.00%
	Total CASH BALANCE FORWARD	**4,004,805**	**4,004,805**	**0**	**4,004,805**	**0.00%**
Revenues	Miscellaneous Revenues	0	0	0	0	0.00%
	Total Revenues	**0**	**0**	**0**	**0**	**0.00%**
Transfers from Other Funds	Interfund Transfers	5,367,180	5,367,180	5,367,180	0	100.00%
	Total Transfers from Other Funds	**5,367,180**	**5,367,180**	**5,367,180**	**0**	**100.00%**
TOTAL REVENUES & TRANSFERS		**9,371,985**	**9,371,985**	**5,367,180**	**4,004,805**	**57.27%**
Operating Expenditures	Non-Operating	5,204,501	5,204,501	5,204,501	0	100.00%
	Total Operating Expenditures	**5,204,501**	**5,204,501**	**5,204,501**	**0**	**100.00%**
Transfers & Reserves	Transfers to Other Funds	0	0	283,262	(283,262)	0.00%
	Reserves	4,167,484	4,167,484	0	4,167,484	0.00%
	Total Transfers & Reserves	**4,167,484**	**4,167,484**	**283,262**	**3,884,222**	**6.80%**
TOTAL EXPENDITURES		**9,371,985**	**9,371,985**	**5,487,763**	**3,884,222**	**58.55%**

FUND # 280		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	5,798,531	4,978,950	0	4,978,950	0.00%
	Total CASH BALANCE FORWARD	**5,798,531**	**4,978,950**	**0**	**4,978,950**	**0.00%**
Revenues	Miscellaneous Revenues	44,600	44,600	85,585	(40,985)	191.89%
	Total Revenues	**44,600**	**44,600**	**85,585**	**(40,985)**	**191.89%**
Transfers from Other Funds	Interfund Transfers	6,610,983	6,610,983	4,958,237	1,652,746	75.00%
	Total Transfers from Other Funds	**6,610,983**	**6,610,983**	**4,958,237**	**1,652,746**	**75.00%**
TOTAL REVENUES & TRANSFERS		**12,454,114**	**11,634,533**	**5,043,822**	**6,590,711**	**43.35%**
Operating Expenditures	Non-Operating	6,543,969	6,543,969	6,302,487	241,482	96.31%
	Total Operating Expenditures	**6,543,969**	**6,543,969**	**6,302,487**	**241,482**	**96.31%**
Transfers & Reserves	Transfers to Other Funds	42,740	42,740	0	42,740	0.00%
	Reserves	5,867,405	5,047,824	0	5,047,824	0.00%
	Total Transfers & Reserves	**5,910,145**	**5,090,564**	**0**	**5,090,564**	**0.00%**
TOTAL EXPENDITURES		**12,454,114**	**11,634,533**	**6,302,487**	**5,332,046**	**54.17%**

FUND # 290		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	3,726,508	3,146,050	0	3,146,050	0.00%
	Total CASH BALANCE FORWARD	**3,726,508**	**3,146,050**	**0**	**3,146,050**	**0.00%**
Revenues	Miscellaneous Revenues	17,000	17,000	57,630	(40,630)	339.00%
	Total Revenues	**17,000**	**17,000**	**57,630**	**(40,630)**	**339.00%**
Transfers from Other Funds	Interfund Transfers	4,289,733	4,289,733	3,217,300	1,072,433	75.00%
	Total Transfers from Other Funds	**4,289,733**	**4,289,733**	**3,217,300**	**1,072,433**	**75.00%**
TOTAL REVENUES & TRANSFERS		**8,033,241**	**7,452,783**	**3,274,929**	**4,177,854**	**43.94%**
Operating Expenditures	Non-Operating	4,255,639	4,255,639	4,141,853	113,786	97.33%
	Total Operating Expenditures	**4,255,639**	**4,255,639**	**4,141,853**	**113,786**	**97.33%**
Transfers & Reserves	Transfers to Other Funds	16,460	16,460	0	16,460	0.00%
	Reserves	3,761,142	3,180,684	0	3,180,684	0.00%
	Total Transfers & Reserves	**3,777,602**	**3,197,144**	**0**	**3,197,144**	**0.00%**
TOTAL EXPENDITURES		**8,033,241**	**7,452,783**	**4,141,853**	**3,310,930**	**55.57%**

FUND # 308		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	286,508	13,081,691	0	13,081,691	0.00%
	Total CASH BALANCE FORWARD	**286,508**	**13,081,691**	**0**	**13,081,691**	**0.00%**
Revenues	Intergovernmental Revenue	0	6,778,495	0	6,778,495	0.00%
	Charges for Service	0	0	50,750	(50,750)	0.00%
	Total Revenues	**0**	**6,778,495**	**50,750**	**6,727,745**	**0.75%**
Transfers from Other Funds	Interfund Transfers	10,223,023	10,223,023	7,667,267	2,555,756	75.00%
	Total Transfers from Other Funds	**10,223,023**	**10,223,023**	**7,667,267**	**2,555,756**	**75.00%**
TOTAL REVENUES & TRANSFERS		**10,509,531**	**30,083,209**	**7,718,017**	**22,365,192**	**25.66%**
Operating Expenditures	Operating	2,700,000	4,265,458	1,702,211	2,563,247	39.91%
	Capital	7,731,531	25,138,939	11,144,224	13,994,715	44.33%
	Total Operating Expenditures	**10,431,531**	**29,404,397**	**12,846,435**	**16,557,962**	**43.69%**
Transfers & Reserves	Reserves	78,000	678,812	0	678,812	0.00%
	Total Transfers & Reserves	**78,000**	**678,812**	**0**	**678,812**	**0.00%**
TOTAL EXPENDITURES		**10,509,531**	**30,083,209**	**12,846,435**	**17,236,774**	**42.70%**

ELECTRIC CONSTRUCTION FUND

As of 6/30/2025

FUND # 332		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	3,270,460	17,707,536	0	17,707,536	0.00%
	Total CASH BALANCE FORWARD	**3,270,460**	**17,707,536**	**0**	**17,707,536**	**0.00%**
Revenues	Intergovernmental Revenue	0	15,070	12,768	2,302	84.72%
	Total Revenues	**0**	**15,070**	**12,768**	**2,302**	**84.72%**
Transfers from Other Funds	Interfund Transfers	14,764,784	14,764,784	11,073,588	3,691,196	75.00%
	Total Transfers from Other Funds	**14,764,784**	**14,764,784**	**11,073,588**	**3,691,196**	**75.00%**
TOTAL REVENUES & TRANSFERS		**18,035,244**	**32,487,390**	**11,086,356**	**21,401,034**	**34.13%**
Operating Expenditures	Operating	0	200,000	201,560	(1,560)	100.78%
	Capital	14,464,784	31,148,043	17,719,524	13,428,519	56.89%
	Total Operating Expenditures	**14,464,784**	**31,348,043**	**17,921,083**	**13,426,960**	**57.17%**
Transfers & Reserves	Reserves	3,570,460	1,139,347	0	1,139,347	0.00%
	Total Transfers & Reserves	**3,570,460**	**1,139,347**	**0**	**1,139,347**	**0.00%**
TOTAL EXPENDITURES		**18,035,244**	**32,487,390**	**17,921,083**	**14,566,307**	**55.16%**

AIRPORT GRANTS FUND

As of 6/30/2025

FUND # 341		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
Revenues	Intergovernmental Revenue	0	5,184,495	1,395,034	3,789,461	26.91%
	Total Revenues	**0**	**5,184,495**	**1,395,034**	**3,789,461**	**26.91%**
TOTAL REVENUES & TRANSFERS		**0**	**5,184,495**	**1,395,034**	**3,789,461**	**26.91%**
Operating Expenditures	Operating	0	2,813,535	1,152,617	1,660,918	40.97%
	Capital	0	2,370,960	1,972,528	398,432	83.20%
	Total Operating Expenditures	**0**	**5,184,495**	**3,125,145**	**2,059,350**	**60.28%**
TOTAL EXPENDITURES		**0**	**5,184,495**	**3,125,145**	**2,059,350**	**60.28%**

COMMUNITY DEVEL BLOCK GRANT

As of 6/30/2025

FUND # 346		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
Revenues	Intergovernmental Revenue	0	1,596,291	332,510	1,263,781	20.83%
	Miscellaneous Revenues	0	3,936	3,935	1	99.98%
	Total Revenues	**0**	**1,600,227**	**336,446**	**1,263,781**	**21.02%**
TOTAL REVENUES & TRANSFERS		**0**	**1,600,227**	**336,446**	**1,263,781**	**21.02%**
Operating Expenditures	Salaries & Benefits	0	346,226	234,022	112,204	67.59%
	Operating	0	1,004,000	492,930	511,070	49.10%
	Capital	0	50,000	0	50,000	0.00%
	Non-Operating	0	200,001	0	200,001	0.00%
	Total Operating Expenditures	**0**	**1,600,227**	**726,952**	**873,275**	**45.43%**
TOTAL EXPENDITURES		**0**	**1,600,227**	**726,952**	**873,275**	**45.43%**

FUND # 451		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	3,465,136	4,021,253	0	4,021,253	0.00%
	Total CASH BALANCE FORWARD	**3,465,136**	**4,021,253**	**0**	**4,021,253**	**0.00%**
Revenues	Charges for Service	667,175	667,175	631,854	35,321	94.71%
	Miscellaneous Revenues	1,352,975	1,352,975	1,255,485	97,490	92.79%
	Total Revenues	**2,020,150**	**2,020,150**	**1,887,339**	**132,811**	**93.43%**
TOTAL REVENUES & TRANSFERS		**5,485,286**	**6,041,403**	**1,887,339**	**4,154,064**	**31.24%**
Operating Expenditures	Salaries & Benefits	657,127	658,222	511,046	147,176	77.64%
	Operating	864,962	1,438,897	759,298	679,599	52.77%
	Capital	0	949,299	850,687	98,612	89.61%
	Total Operating Expenditures	**1,522,089**	**3,046,418**	**2,121,031**	**925,387**	**69.62%**
Transfers & Reserves	Reserves	3,963,197	2,994,985	0	2,994,985	0.00%
	Total Transfers & Reserves	**3,963,197**	**2,994,985**	**0**	**2,994,985**	**0.00%**
TOTAL EXPENDITURES		**5,485,286**	**6,041,403**	**2,121,031**	**3,920,372**	**35.11%**

FUND # 452		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	252,825	430,295	0	430,295	0.00%
	Total CASH BALANCE FORWARD	**252,825**	**430,295**	**0**	**430,295**	**0.00%**
Revenues	Charges for Service	1,883,625	1,883,625	1,405,996	477,629	74.64%
	Miscellaneous Revenues	0	0	2,524	(2,524)	0.00%
	Total Revenues	**1,883,625**	**1,883,625**	**1,408,520**	**475,105**	**74.78%**
Transfers from Other Funds	Interfund Transfers	0	376,496	376,496	0	100.00%
	Total Transfers from Other Funds	**0**	**376,496**	**376,496**	**0**	**100.00%**
TOTAL REVENUES & TRANSFERS		**2,136,450**	**2,690,416**	**1,785,016**	**905,400**	**66.35%**
Operating Expenditures	Operating	1,775,051	2,168,386	1,809,831	358,555	83.46%
	Capital	103,626	349,030	110,384	238,646	31.63%
	Total Operating Expenditures	**1,878,677**	**2,517,416**	**1,920,216**	**597,200**	**76.28%**
Transfers & Reserves	Transfers to Other Funds	173,000	173,000	129,750	43,250	75.00%
	Reserves	84,773	0	0	0	0.00%
	Total Transfers & Reserves	**257,773**	**173,000**	**129,750**	**43,250**	**75.00%**
TOTAL EXPENDITURES		**2,136,450**	**2,690,416**	**2,049,966**	**640,450**	**76.20%**

FUND # 453		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	7,671,203	10,515,062	0	10,515,062	0.00%
	Total CASH BALANCE FORWARD	**7,671,203**	**10,515,062**	**0**	**10,515,062**	**0.00%**
Revenues	Permits, Fees, Spec Assess	29,500	29,500	25,590	3,910	86.75%
	Charges for Service	16,500,000	16,500,000	11,870,994	4,629,006	71.95%
	Miscellaneous Revenues	0	0	362,285	(362,285)	0.00%
	Total Revenues	**16,529,500**	**16,529,500**	**12,258,868**	**4,270,632**	**74.16%**
Transfers from Other Funds	Interfund Transfers	0	1,129,587	1,129,587	0	100.00%
	Total Transfers from Other Funds	**0**	**1,129,587**	**1,129,587**	**0**	**100.00%**
TOTAL REVENUES & TRANSFERS		**24,200,703**	**28,174,149**	**13,388,455**	**14,785,694**	**47.52%**
Operating Expenditures	Salaries & Benefits	4,835,885	4,843,423	3,753,831	1,089,592	77.50%
	Operating	9,872,670	10,227,045	8,098,521	2,128,524	79.19%
	Capital	2,316,117	5,658,705	3,970,672	1,688,033	70.17%
	Total Operating Expenditures	**17,024,672**	**20,729,173**	**15,823,023**	**4,906,150**	**76.33%**
Transfers & Reserves	Transfers to Other Funds	2,479,425	2,479,425	1,859,569	619,856	75.00%
	Reserves	4,696,606	5,136,906	0	5,136,906	0.00%
	Total Transfers & Reserves	**7,176,031**	**7,616,331**	**1,859,569**	**5,756,762**	**24.42%**
TOTAL EXPENDITURES		**24,200,703**	**28,345,504**	**17,682,592**	**10,662,912**	**62.38%**

FUND # 455		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	22,949,196	25,042,755	0	25,042,755	0.00%
	Total CASH BALANCE FORWARD	**22,949,196**	**25,042,755**	**0**	**25,042,755**	**0.00%**
Revenues	Intergovernmental Revenue	0	0	34,543	(34,543)	0.00%
	Charges for Service	40,756,679	40,756,679	38,019,061	2,737,618	93.28%
	Miscellaneous Revenues	88,310	88,310	654,153	(565,843)	740.75%
	Total Revenues	**40,844,989**	**40,844,989**	**38,707,757**	**2,137,232**	**94.77%**
Transfers from Other Funds	Interfund Transfers	42,740	42,740	0	42,740	0.00%
	Total Transfers from Other Funds	**42,740**	**42,740**	**0**	**42,740**	**0.00%**
TOTAL REVENUES & TRANSFERS		**63,836,925**	**65,930,484**	**38,707,757**	**27,222,727**	**58.71%**
Operating Expenditures	Salaries & Benefits	10,491,326	10,508,651	7,451,034	3,057,617	70.90%
	Operating	18,880,955	19,746,843	14,750,330	4,996,513	74.70%
	Capital	1,333,824	1,550,871	1,370,874	179,997	88.39%
	Total Operating Expenditures	**30,706,105**	**31,806,365**	**23,572,238**	**8,234,127**	**74.11%**
Transfers & Reserves	Transfers to Other Funds	22,956,254	22,956,254	17,217,190	5,739,064	75.00%
	Reserves	10,174,566	11,167,865	0	11,167,865	0.00%
	Total Transfers & Reserves	**33,130,820**	**34,124,119**	**17,217,190**	**16,906,929**	**50.45%**
TOTAL EXPENDITURES		**63,836,925**	**65,930,484**	**40,789,428**	**25,141,056**	**61.87%**

FUND # 457		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	27,033,359	30,715,430	0	30,715,430	0.00%
	Total CASH BALANCE FORWARD	**27,033,359**	**30,715,430**	**0**	**30,715,430**	**0.00%**
Revenues	Intergovernmental Revenue	0	0	1,392,222	(1,392,222)	0.00%
	Charges for Service	182,949,211	182,949,211	138,791,685	44,157,526	75.86%
	Fines & Forfeits	147,523	147,523	122,347	25,176	82.93%
	Miscellaneous Revenues	1,269,370	1,269,370	2,623,386	(1,354,016)	206.67%
	Total Revenues	**184,366,104**	**184,366,104**	**142,929,640**	**41,436,464**	**77.52%**
Transfers from Other Funds	Interfund Transfers	16,460	16,460	0	16,460	0.00%
	Total Transfers from Other Funds	**16,460**	**16,460**	**0**	**16,460**	**0.00%**
TOTAL REVENUES & TRANSFERS		**211,415,923**	**215,097,994**	**142,929,640**	**72,168,354**	**66.45%**
Operating Expenditures	Salaries & Benefits	21,685,839	21,774,520	16,433,163	5,341,357	75.47%
	Operating	130,902,285	131,764,683	100,451,748	31,312,935	76.24%
	Capital	1,570,295	3,521,888	1,818,621	1,703,267	51.64%
	Non-Operating	0	0	56,218	(56,218)	0.00%
	Total Operating Expenditures	**154,158,419**	**157,061,091**	**118,759,750**	**38,301,341**	**75.61%**
Transfers & Reserves	Transfers to Other Funds	39,107,804	39,107,804	29,330,853	9,776,951	75.00%
	Reserves	18,149,700	18,929,099	0	18,929,099	0.00%
	Total Transfers & Reserves	**57,257,504**	**58,036,903**	**29,330,853**	**28,706,050**	**50.54%**
TOTAL EXPENDITURES		**211,415,923**	**215,097,994**	**148,090,603**	**67,007,391**	**68.85%**

FUND # 490		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	4,337,218	11,783,233	0	11,783,233	0.00%
	Total CASH BALANCE FORWARD	**4,337,218**	**11,783,233**	**0**	**11,783,233**	**0.00%**
Revenues	Intergovernmental Revenue	0	0	130,337	(130,337)	0.00%
	Charges for Service	7,301,207	7,301,207	5,687,916	1,613,291	77.90%
	Miscellaneous Revenues	0	0	399,457	(399,457)	0.00%
	Total Revenues	**7,301,207**	**7,301,207**	**6,217,710**	**1,083,497**	**85.16%**
TOTAL REVENUES & TRANSFERS		**11,638,425**	**19,084,440**	**6,217,710**	**12,866,730**	**32.58%**
Operating Expenditures	Salaries & Benefits	3,338,809	3,476,843	2,414,106	1,062,737	69.43%
	Operating	323,574	666,939	151,172	515,767	22.67%
	Capital	5,470,452	8,624,882	4,385,879	4,239,003	50.85%
	Total Operating Expenditures	**9,132,835**	**12,768,664**	**6,951,158**	**5,817,506**	**54.44%**
Transfers & Reserves	Transfers to Other Funds	1,095,181	1,095,181	821,386	273,795	75.00%
	Reserves	1,410,409	5,220,595	0	5,220,595	0.00%
	Total Transfers & Reserves	**2,505,590**	**6,315,776**	**821,386**	**5,494,390**	**13.01%**
TOTAL EXPENDITURES		**11,638,425**	**19,084,440**	**7,772,543**	**11,311,897**	**40.73%**

FUND # 494		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
Revenues	Intergovernmental Revenue	0	26,541,684	1,684,708	24,856,976	6.35%
	Charges for Service	0	279,911	181,267	98,644	64.76%
	Miscellaneous Revenues	0	368	1,250	(882)	339.72%
	Total Revenues	**0**	**26,821,963**	**1,867,226**	**24,954,737**	**6.96%**
Transfers from Other Funds	Interfund Transfers	0	597,412	183,135	414,277	30.65%
	Total Transfers from Other Funds	**0**	**597,412**	**183,135**	**414,277**	**30.65%**
TOTAL REVENUES & TRANSFERS		**0**	**27,419,375**	**2,050,360**	**25,369,015**	**7.48%**
Operating Expenditures	Salaries & Benefits	0	805,264	325,899	479,365	40.47%
	Operating	0	7,447,974	5,093,377	2,354,597	68.39%
	Capital	0	19,166,137	7,966,259	11,199,878	41.56%
	Total Operating Expenditures	**0**	**27,419,375**	**13,385,536**	**14,033,839**	**48.82%**
TOTAL EXPENDITURES		**0**	**27,419,375**	**13,385,536**	**14,033,839**	**48.82%**

FUND # 610		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	835,326	967,159	0	967,159	0.00%
	Total CASH BALANCE FORWARD	**835,326**	**967,159**	**0**	**967,159**	**0.00%**
Revenues	Fines & Forfeits	119,000	119,000	138,381	(19,381)	116.29%
	Miscellaneous Revenues	23,000	31,800	41,282	(9,482)	129.82%
	Total Revenues	**142,000**	**150,800**	**179,663**	**(28,863)**	**119.14%**
TOTAL REVENUES & TRANSFERS		**977,326**	**1,117,959**	**179,663**	**938,296**	**16.07%**
Operating Expenditures	Operating	121,000	136,636	729	135,907	0.53%
	Non-Operating	15,000	15,000	9,500	5,500	63.33%
	Total Operating Expenditures	**136,000**	**151,636**	**10,229**	**141,407**	**6.75%**
Transfers & Reserves	Reserves	841,326	966,323	0	966,323	0.00%
	Total Transfers & Reserves	**841,326**	**966,323**	**0**	**966,323**	**0.00%**
TOTAL EXPENDITURES		**977,326**	**1,117,959**	**10,229**	**1,107,730**	**0.91%**

FUND # 615		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	2,029,493	4,102,934	0	4,102,934	0.00%
	Total CASH BALANCE FORWARD	**2,029,493**	**4,102,934**	**0**	**4,102,934**	**0.00%**
Revenues	Permits, Fees, Spec Assess	950,691	950,691	551,370	399,321	58.00%
	Charges for Service	0	0	31	(31)	0.00%
	Miscellaneous Revenues	0	0	140,648	(140,648)	0.00%
	Total Revenues	**950,691**	**950,691**	**692,048**	**258,643**	**72.79%**
TOTAL REVENUES & TRANSFERS		**2,980,184**	**5,053,625**	**692,048**	**4,361,577**	**13.69%**
Operating Expenditures	Capital	2,425,331	4,653,311	5,492	4,647,819	0.12%
	Total Operating Expenditures	**2,425,331**	**4,653,311**	**5,492**	**4,647,819**	**0.12%**
Transfers & Reserves	Reserves	554,853	400,314	0	400,314	0.00%
	Total Transfers & Reserves	**554,853**	**400,314**	**0**	**400,314**	**0.00%**
TOTAL EXPENDITURES		**2,980,184**	**5,053,625**	**5,492**	**5,048,133**	**0.11%**

FUND # 616		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	6,846,424	14,367,498	0	14,367,498	0.00%
	Total CASH BALANCE FORWARD	**6,846,424**	**14,367,498**	**0**	**14,367,498**	**0.00%**
Revenues	Permits, Fees, Spec Assess	1,384,214	1,384,214	1,683,276	(299,062)	121.61%
	Charges for Service	0	0	(472)	472	0.00%
	Miscellaneous Revenues	0	0	465,540	(465,540)	0.00%
	Total Revenues	**1,384,214**	**1,384,214**	**2,148,345**	**(764,131)**	**155.20%**
TOTAL REVENUES & TRANSFERS		**8,230,638**	**15,751,712**	**2,148,345**	**13,603,367**	**13.64%**
Operating Expenditures	Operating	600,000	837,423	427	836,996	0.05%
	Capital	3,042,000	11,108,793	530,566	10,578,227	4.78%
	Total Operating Expenditures	**3,642,000**	**11,946,216**	**530,993**	**11,415,223**	**4.44%**
Transfers & Reserves	Reserves	4,588,638	3,805,496	0	3,805,496	0.00%
	Total Transfers & Reserves	**4,588,638**	**3,805,496**	**0**	**3,805,496**	**0.00%**
TOTAL EXPENDITURES		**8,230,638**	**15,751,712**	**530,993**	**15,220,719**	**3.37%**

FUND # 620		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	529,139	2,771,720	0	2,771,720	0.00%
	Total CASH BALANCE FORWARD	**529,139**	**2,771,720**	**0**	**2,771,720**	**0.00%**
Revenues	Intergovernmental Revenue	535,223	532,412	532,412	0	100.00%
	Miscellaneous Revenues	0	0	125,047	(125,047)	0.00%
	Total Revenues	**535,223**	**532,412**	**657,460**	**(125,048)**	**123.49%**
Transfers from Other Funds	Interfund Transfers	825,628	821,292	821,293	(1)	100.00%
	Total Transfers from Other Funds	**825,628**	**821,292**	**821,293**	**(1)**	**100.00%**
TOTAL REVENUES & TRANSFERS		**1,889,990**	**4,125,424**	**1,478,752**	**2,646,672**	**35.84%**
Operating Expenditures	Operating	209,710	413,544	2,028	411,516	0.49%
	Capital	600,000	2,208,341	500,000	1,708,341	22.64%
	Non-Operating	200,000	549,632	321,657	227,975	58.52%
	Total Operating Expenditures	**1,009,710**	**3,171,517**	**823,684**	**2,347,833**	**25.97%**
Transfers & Reserves	Reserves	880,280	953,907	0	953,907	0.00%
	Total Transfers & Reserves	**880,280**	**953,907**	**0**	**953,907**	**0.00%**
TOTAL EXPENDITURES		**1,889,990**	**4,125,424**	**823,684**	**3,301,740**	**19.97%**

DOWNTOWN REDEVELOPMENT SUBAREA

As of 6/30/2025

FUND # 621		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	563,666	2,722,150	0	2,722,150	0.00%
	Total CASH BALANCE FORWARD	**563,666**	**2,722,150**	**0**	**2,722,150**	**0.00%**
Revenues	Intergovernmental Revenue	374,332	374,643	374,643	0	100.00%
	Miscellaneous Revenues	0	0	113,392	(113,392)	0.00%
	Total Revenues	**374,332**	**374,643**	**488,035**	**(113,392)**	**130.27%**
Transfers from Other Funds	Interfund Transfers	577,440	577,920	577,919	1	100.00%
	Total Transfers from Other Funds	**577,440**	**577,920**	**577,919**	**1**	**100.00%**
TOTAL REVENUES & TRANSFERS		**1,515,438**	**3,674,713**	**1,065,954**	**2,608,759**	**29.01%**
Operating Expenditures	Salaries & Benefits	0	0	0	0	0.00%
	Operating	95,710	101,320	2,028	99,292	2.00%
	Capital	280,000	1,886,585	35,625	1,850,960	1.89%
	Non-Operating	252,000	702,000	126,437	575,563	18.01%
	Total Operating Expenditures	**627,710**	**2,689,905**	**164,089**	**2,525,816**	**6.10%**
Transfers & Reserves	Reserves	887,728	984,808	0	984,808	0.00%
	Total Transfers & Reserves	**887,728**	**984,808**	**0**	**984,808**	**0.00%**
TOTAL EXPENDITURES		**1,515,438**	**3,674,713**	**164,089**	**3,510,624**	**4.47%**

FUND # 622		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	562,879	1,569,366	0	1,569,366	0.00%
	Total CASH BALANCE FORWARD	**562,879**	**1,569,366**	**0**	**1,569,366**	**0.00%**
Revenues	Intergovernmental Revenue	231,898	231,827	231,828	(1)	100.00%
	Miscellaneous Revenues	0	0	67,997	(67,997)	0.00%
	Total Revenues	**231,898**	**231,827**	**299,824**	**(67,997)**	**129.33%**
Transfers from Other Funds	Interfund Transfers	357,722	357,614	357,614	0	100.00%
	Total Transfers from Other Funds	**357,722**	**357,614**	**357,614**	**0**	**100.00%**
TOTAL REVENUES & TRANSFERS		**1,152,499**	**2,158,807**	**657,438**	**1,501,369**	**30.45%**
Operating Expenditures	Salaries & Benefits	0	0	0	0	0.00%
	Operating	161,610	318,521	36,142	282,379	11.35%
	Capital	430,000	1,074,278	0	1,074,278	0.00%
	Non-Operating	100,000	251,052	27,398	223,654	10.91%
	Total Operating Expenditures	**691,610**	**1,643,851**	**63,540**	**1,580,311**	**3.87%**
Transfers & Reserves	Reserves	460,889	514,956	0	514,956	0.00%
	Total Transfers & Reserves	**460,889**	**514,956**	**0**	**514,956**	**0.00%**
TOTAL EXPENDITURES		**1,152,499**	**2,158,807**	**63,540**	**2,095,267**	**2.94%**

FUND # 623		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	1,758,527	3,650,004	0	3,650,004	0.00%
	Total CASH BALANCE FORWARD	**1,758,527**	**3,650,004**	**0**	**3,650,004**	**0.00%**
Revenues	Intergovernmental Revenue	828,329	822,141	822,141	0	100.00%
	Miscellaneous Revenues	0	0	187,486	(187,486)	0.00%
	Total Revenues	**828,329**	**822,141**	**1,009,627**	**(187,486)**	**122.80%**
Transfers from Other Funds	Interfund Transfers	1,277,770	1,268,224	1,268,225	(1)	100.00%
	Total Transfers from Other Funds	**1,277,770**	**1,268,224**	**1,268,225**	**(1)**	**100.00%**
TOTAL REVENUES & TRANSFERS		**3,864,626**	**5,740,369**	**2,277,852**	**3,462,517**	**39.68%**
Operating Expenditures	Operating	213,210	312,212	17,220	294,992	5.52%
	Capital	1,150,000	2,441,208	5,059	2,436,149	0.21%
	Non-Operating	300,000	802,711	263,391	539,320	32.81%
	Total Operating Expenditures	**1,663,210**	**3,556,131**	**285,671**	**3,270,460**	**8.03%**
Transfers & Reserves	Reserves	2,201,416	2,184,238	0	2,184,238	0.00%
	Total Transfers & Reserves	**2,201,416**	**2,184,238**	**0**	**2,184,238**	**0.00%**
TOTAL EXPENDITURES		**3,864,626**	**5,740,369**	**285,671**	**5,454,698**	**4.98%**

DISABILITY INCOME REPLACEMENT

As of 6/30/2025

FUND # 624		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	105,767	66,430	0	66,430	0.00%
	Total CASH BALANCE FORWARD	**105,767**	**66,430**	**0**	**66,430**	**0.00%**
Revenues	Miscellaneous Revenues	0	0	2,022	(2,022)	0.00%
	Total Revenues	**0**	**0**	**2,022**	**(2,022)**	**0.00%**
TOTAL REVENUES & TRANSFERS		**105,767**	**66,430**	**2,022**	**64,408**	**3.04%**
Operating Expenditures	Operating	3,826	3,826	2,942	884	76.91%
	Total Operating Expenditures	**3,826**	**3,826**	**2,942**	**884**	**76.91%**
Transfers & Reserves	Reserves	101,941	62,604	0	62,604	0.00%
	Total Transfers & Reserves	**101,941**	**62,604**	**0**	**62,604**	**0.00%**
TOTAL EXPENDITURES		**105,767**	**66,430**	**2,942**	**63,488**	**4.43%**

GENERAL LIABILITY CLAIMS FUND

As of 6/30/2025

FUND # 626		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	4,259,706	5,642,142	0	5,642,142	0.00%
	Total CASH BALANCE FORWARD	**4,259,706**	**5,642,142**	**0**	**5,642,142**	**0.00%**
Revenues	Fines & Forfeits	175,000	175,000	35,960	139,040	20.55%
	Miscellaneous Revenues	0	0	231,755	(231,755)	0.00%
	Total Revenues	**175,000**	**175,000**	**267,714**	**(92,714)**	**152.98%**
TOTAL REVENUES & TRANSFERS		**4,434,706**	**5,817,142**	**267,714**	**5,549,428**	**4.60%**
Operating Expenditures	Operating	324,394	374,861	184,248	190,613	49.15%
	Total Operating Expenditures	**324,394**	**374,861**	**184,248**	**190,613**	**49.15%**
Transfers & Reserves	Reserves	4,110,312	5,442,281	0	5,442,281	0.00%
	Total Transfers & Reserves	**4,110,312**	**5,442,281**	**0**	**5,442,281**	**0.00%**
TOTAL EXPENDITURES		**4,434,706**	**5,817,142**	**184,248**	**5,632,894**	**3.17%**

FUND # 627		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	7,043,427	7,376,601	0	7,376,601	0.00%
	Total CASH BALANCE FORWARD	**7,043,427**	**7,376,601**	**0**	**7,376,601**	**0.00%**
Revenues	Miscellaneous Revenues	18,663,381	18,663,381	15,946,281	2,717,100	85.44%
	Total Revenues	**18,663,381**	**18,663,381**	**15,946,281**	**2,717,100**	**85.44%**
TOTAL REVENUES & TRANSFERS		**25,706,808**	**26,039,982**	**15,946,281**	**10,093,701**	**61.24%**
Operating Expenditures	Operating	18,471,669	18,549,235	16,024,199	2,525,036	86.39%
	Total Operating Expenditures	**18,471,669**	**18,549,235**	**16,024,199**	**2,525,036**	**86.39%**
Transfers & Reserves	Reserves	7,235,139	7,490,747	0	7,490,747	0.00%
	Total Transfers & Reserves	**7,235,139**	**7,490,747**	**0**	**7,490,747**	**0.00%**
TOTAL EXPENDITURES		**25,706,808**	**26,039,982**	**16,024,199**	**10,015,783**	**61.54%**

FUND # 628		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	9,729,090	9,231,596	0	9,231,596	0.00%
	Total CASH BALANCE FORWARD	**9,729,090**	**9,231,596**	**0**	**9,231,596**	**0.00%**
Revenues	Miscellaneous Revenues	2,164,934	2,164,934	2,149,928	15,006	99.31%
	Total Revenues	**2,164,934**	**2,164,934**	**2,149,928**	**15,006**	**99.31%**
TOTAL REVENUES & TRANSFERS		**11,894,024**	**11,396,530**	**2,149,928**	**9,246,602**	**18.86%**
Operating Expenditures	Salaries & Benefits	40,000	40,000	36,845	3,155	92.11%
	Operating	2,124,934	2,281,373	2,735,088	(453,715)	119.89%
	Total Operating Expenditures	**2,164,934**	**2,321,373**	**2,771,933**	**(450,560)**	**119.41%**
Transfers & Reserves	Reserves	9,729,090	9,075,157	0	9,075,157	0.00%
	Total Transfers & Reserves	**9,729,090**	**9,075,157**	**0**	**9,075,157**	**0.00%**
TOTAL EXPENDITURES		**11,894,024**	**11,396,530**	**2,771,933**	**8,624,597**	**24.32%**

FUND # 629		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	177,318,362	198,617,065	0	198,617,065	0.00%
	Total CASH BALANCE FORWARD	**177,318,362**	**198,617,065**	**0**	**198,617,065**	**0.00%**
Revenues	Miscellaneous Revenues	10,616,838	10,616,838	6,192,173	4,424,665	58.32%
	Total Revenues	**10,616,838**	**10,616,838**	**6,192,173**	**4,424,665**	**58.32%**
TOTAL REVENUES & TRANSFERS		**187,935,200**	**209,233,903**	**6,192,173**	**203,041,730**	**2.96%**
Operating Expenditures	Operating	16,591,900	16,591,900	12,244,370	4,347,530	73.80%
	Total Operating Expenditures	**16,591,900**	**16,591,900**	**12,244,370**	**4,347,530**	**73.80%**
Transfers & Reserves	Reserves	171,343,300	192,642,003	0	192,642,003	0.00%
	Total Transfers & Reserves	**171,343,300**	**192,642,003**	**0**	**192,642,003**	**0.00%**
TOTAL EXPENDITURES		**187,935,200**	**209,233,903**	**12,244,370**	**196,989,533**	**5.85%**

FUND # 631		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	92,490,907	103,007,901	0	103,007,901	0.00%
	Total CASH BALANCE FORWARD	**92,490,907**	**103,007,901**	**0**	**103,007,901**	**0.00%**
Revenues	Miscellaneous Revenues	5,738,181	5,738,181	3,367,891	2,370,290	58.69%
	Total Revenues	**5,738,181**	**5,738,181**	**3,367,891**	**2,370,290**	**58.69%**
TOTAL REVENUES & TRANSFERS		**98,229,088**	**108,746,082**	**3,367,891**	**105,378,191**	**3.10%**
Operating Expenditures	Operating	6,597,800	6,597,800	4,251,195	2,346,605	64.43%
	Total Operating Expenditures	**6,597,800**	**6,597,800**	**4,251,195**	**2,346,605**	**64.43%**
Transfers & Reserves	Reserves	91,631,288	102,148,282	0	102,148,282	0.00%
	Total Transfers & Reserves	**91,631,288**	**102,148,282**	**0**	**102,148,282**	**0.00%**
TOTAL EXPENDITURES		**98,229,088**	**108,746,082**	**4,251,195**	**104,494,887**	**3.91%**

FUND # 633		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	89,544,069	100,061,528	0	100,061,528	0.00%
	Total CASH BALANCE FORWARD	**89,544,069**	**100,061,528**	**0**	**100,061,528**	**0.00%**
Revenues	Miscellaneous Revenues	7,196,492	7,196,492	4,384,230	2,812,262	60.92%
	Total Revenues	**7,196,492**	**7,196,492**	**4,384,230**	**2,812,262**	**60.92%**
TOTAL REVENUES & TRANSFERS		**96,740,561**	**107,258,020**	**4,384,230**	**102,873,790**	**4.09%**
Operating Expenditures	Operating	7,251,500	7,251,500	5,102,795	2,148,705	70.37%
	Total Operating Expenditures	**7,251,500**	**7,251,500**	**5,102,795**	**2,148,705**	**70.37%**
Transfers & Reserves	Reserves	89,489,061	100,006,520	0	100,006,520	0.00%
	Total Transfers & Reserves	**89,489,061**	**100,006,520**	**0**	**100,006,520**	**0.00%**
TOTAL EXPENDITURES		**96,740,561**	**107,258,020**	**5,102,795**	**102,155,225**	**4.76%**

FUND # 650		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	2,968,100	3,218,039	0	3,218,039	0.00%
	Total CASH BALANCE FORWARD	**2,968,100**	**3,218,039**	**0**	**3,218,039**	**0.00%**
TOTAL REVENUES & TRANSFERS		**2,968,100**	**3,218,039**	**0**	**3,218,039**	**0.00%**
Transfers & Reserves	Reserves	2,968,100	3,218,039	0	3,218,039	0.00%
	Total Transfers & Reserves	**2,968,100**	**3,218,039**	**0**	**3,218,039**	**0.00%**
TOTAL EXPENDITURES		**2,968,100**	**3,218,039**	**0**	**3,218,039**	**0.00%**

FUND # 656		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	1,899,462	2,150,826	0	2,150,826	0.00%
	Total CASH BALANCE FORWARD	**1,899,462**	**2,150,826**	**0**	**2,150,826**	**0.00%**
TOTAL REVENUES & TRANSFERS		**1,899,462**	**2,150,826**	**0**	**2,150,826**	**0.00%**
Transfers & Reserves	Reserves	1,899,462	2,150,826	0	2,150,826	0.00%
	Total Transfers & Reserves	**1,899,462**	**2,150,826**	**0**	**2,150,826**	**0.00%**
TOTAL EXPENDITURES		**1,899,462**	**2,150,826**	**0**	**2,150,826**	**0.00%**

FUND # 674		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
CASH BALANCE FORWARD	Cash Balance Forward	181,396	2,011,073	0	2,011,073	0.00%
	Total CASH BALANCE FORWARD	**181,396**	**2,011,073**	**0**	**2,011,073**	**0.00%**
Revenues	Miscellaneous Revenues	0	0	50,883	(50,883)	0.00%
	Total Revenues	**0**	**0**	**50,883**	**(50,883)**	**0.00%**
Transfers from Other Funds	Interfund Transfers	525,496	525,496	394,122	131,374	75.00%
	Total Transfers from Other Funds	**525,496**	**525,496**	**394,122**	**131,374**	**75.00%**
TOTAL REVENUES & TRANSFERS		**706,892**	**2,536,569**	**445,005**	**2,091,564**	**17.54%**
Operating Expenditures	Operating	210,000	210,000	190,000	20,000	90.48%
	Non-Operating	496,892	966,994	501,127	465,867	51.82%
	Total Operating Expenditures	**706,892**	**1,176,994**	**691,127**	**485,867**	**58.72%**
Transfers & Reserves	Transfers to Other Funds	0	1,359,575	1,359,575	0	100.00%
	Total Transfers & Reserves	**0**	**1,359,575**	**1,359,575**	**0**	**100.00%**
TOTAL EXPENDITURES		**706,892**	**2,536,569**	**2,050,702**	**485,867**	**80.85%**

GENERAL FUND DETAIL

As of 6/30/2025

		Adopted Budget FY 24-25	Amended Budget FY 24-25	YTD Actual FY 24-25	YTD Balance FY 24-25	Percentage Rec'd/Used FY 24-25
800 MHZ	Salaries & Benefits	104,013	104,235	76,557	27,678	73.45%
	Operating	591,008	783,515	661,034	122,481	84.37%
	Total 800 MHZ	695,021	887,750	737,591	150,159	83.09%
BUSINESS & FINANCIAL SERVICES	Salaries & Benefits	1,691,090	1,797,981	1,179,953	618,028	65.63%
	Operating	409,105	448,968	352,672	96,296	78.55%
	Total Business & Financial Services	2,100,195	2,246,949	1,532,625	714,324	68.21%
CITY CLERK	Salaries & Benefits	435,021	435,861	338,777	97,084	77.73%
	Operating	297,005	305,468	167,890	137,578	54.96%
	Total City Clerk	732,026	741,329	506,667	234,662	68.35%
COMMUNITY DEVELOPMENT SERVICES	Salaries & Benefits	1,081,782	1,083,887	434,567	649,320	40.09%
	Operating	207,274	207,274	119,527	87,747	57.67%
	Total Community Development Services	1,289,056	1,291,161	554,093	737,068	42.91%
ENGINEERING	Salaries & Benefits	2,595,326	2,600,412	1,523,952	1,076,460	58.60%
	Operating	817,140	892,216	433,138	459,078	48.55%
	Capital	110,236	218,279	218,279	0	100.00%
	Total Engineering	3,522,702	3,710,907	2,175,368	1,535,539	58.62%
EXECUTIVE & LEGISLATIVE	Salaries & Benefits	2,425,680	2,618,069	1,838,676	779,393	70.23%
	Operating	859,670	974,228	565,244	408,984	58.02%
	Capital	0	32,736	12,624	20,112	38.56%
	Non-Operating	180,000	187,500	178,243	9,258	95.06%
	Reserves	125,000	216,568	0	216,568	0.00%
	Total Executive & Legislative	3,590,350	4,029,101	2,594,786	1,434,315	64.40%
FACILITIES MAINTENANCE	Salaries & Benefits	1,252,830	1,255,061	869,317	385,744	69.26%
	Operating	1,974,275	2,923,102	1,612,410	1,310,692	55.16%
	Capital	7,000	127,176	113,332	13,844	89.11%
	Total Facilities Maintenance	3,234,105	4,305,339	2,595,059	1,710,280	60.28%
FIRE RESCUE	Salaries & Benefits	23,514,998	23,551,733	17,288,146	6,263,587	73.40%
	Operating	4,452,641	4,623,299	2,996,969	1,626,330	64.82%
	Capital	46,500	412,324	384,065	28,259	93.15%
	Total Fire Rescue	28,014,139	28,587,356	20,669,180	7,918,176	72.30%
FLEET MANAGEMENT	Salaries & Benefits	2,385,660	2,390,190	1,668,043	722,147	69.79%
	Operating	2,638,341	2,638,341	2,504,987	133,354	94.95%
	Total Fleet Management	5,024,001	5,028,531	4,173,030	855,501	82.99%
GRANTS	Salaries & Benefits	0	1,204,733	660,326	544,407	54.81%
	Operating	0	2,106,738	848,037	1,258,701	40.25%
	Capital	0	6,810,549	4,480,339	2,330,210	65.79%
	Total Grants	0	10,122,020	5,988,702	4,133,318	59.17%
GROWTH MANAGEMENT	Salaries & Benefits	6,123,619	3,817,519	2,431,903	1,385,616	63.70%
	Operating	2,296,486	2,256,050	974,585	1,281,465	43.20%
	Capital	0	174,004	47,532	126,472	27.32%
	Non-Operating	265,000	15,000	600	14,400	4.00%
	Total Growth Management	8,685,105	6,262,573	3,454,620	2,807,953	55.16%

HUMAN RESOURCE & RISK MANAGEMENT	Salaries & Benefits	1,203,283	1,223,335	847,648	375,687	69.29%
	Operating	358,592	579,037	341,877	237,160	59.04%
	Total Human Resource & Risk Management	1,561,875	1,802,372	1,189,525	612,847	66.00%
INFORMATION TECHNOLOGY	Salaries & Benefits	2,697,448	2,732,930	1,896,069	836,861	69.38%
	Operating	3,029,885	3,372,181	2,709,787	662,394	80.36%
	Capital	120,000	79,994	1,275	78,719	1.59%
	Total Information Technology	5,847,333	6,185,105	4,607,131	1,577,974	74.49%
INTERNAL AUDIT	Salaries & Benefits	461,218	462,183	345,031	117,152	74.65%
	Operating	68,757	62,757	39,547	23,210	63.02%
	Total Internal Audit	529,975	524,940	384,577	140,363	73.26%
NON-DEPARTMENTAL	Salaries & Benefits	4,813,096	4,813,096	3,799,576	1,013,520	78.94%
	Operating	(12,328,181)	(12,328,181)	(8,462,955)	(3,865,226)	68.65%
	Transfers to Other Funds	14,990,641	18,532,897	13,716,984	4,815,913	74.01%
	Reserves	32,550,876	45,956,215	0	45,956,215	0.00%
	Total Non-Departmental	40,026,432	56,974,027	9,053,605	47,920,422	15.89%
OFFICE OF STRATEGIC ENGAGEMENT	Salaries & Benefits	450,765	263,975	232,690	31,285	88.15%
	Operating	75,224	67,774	42,768	25,006	63.10%
	Total Office of Strategic Engagement	525,989	331,749	275,458	56,291	83.03%
POLICE DEPARTMENT	Salaries & Benefits	40,743,534	40,722,891	30,282,170	10,440,721	74.36%
	Operating	10,592,339	11,462,013	7,981,363	3,480,650	69.63%
	Capital	620,433	1,561,408	640,352	921,056	41.01%
	Total Police Department	51,956,306	53,746,312	38,903,885	14,842,427	72.38%
PROCUREMENT	Salaries & Benefits	1,231,505	1,233,927	825,833	408,094	66.93%
	Operating	340,051	341,902	183,406	158,496	53.64%
	Total Procurement	1,571,556	1,575,829	1,009,239	566,590	64.04%
PUBLIC WORKS	Operating	899,792	899,792	417,425	482,367	46.39%
	Total Public Works	899,792	899,792	417,425	482,367	46.39%
RECREATION & PARKS	Salaries & Benefits	6,858,513	6,816,471	4,207,765	2,608,706	61.73%
	Operating	5,890,386	6,249,422	4,248,664	2,000,758	67.98%
	Capital	294,595	931,968	292,220	639,748	31.36%
	Total Recreation & Parks	13,043,494	13,997,861	8,748,649	5,249,212	62.50%
Grand Total Expenditures		**172,849,452**	**203,251,003**	**109,571,216**	**93,679,787**	**53.91%**

Capital Projects & Replacements Status
Fiscal Year 2024-2025

As of 6/30/25

Priority		FY2025 Adopted Budget	Increase/ Decrease (BR or FT)	TOTAL Carryforward	REVISED BUDGET	Exp + Encum	Balance
FY25	**AIRPORT**						
1	**Design Taxiway C - Phase 1 (Grant)**	-	-	-	-	-	-
2	**Design and Construct RSA RY36 Grading (Grant)**	-	-	-	-	-	-
3	**Construct Rehabilitation Terminal Apron (Grant)**	-	-	-	-	-	-
4	**Master Plan Update (Grant)**	-	853,689	-	853,689	779,427	74,262
	Rehab Taxilane and Apron	-	883,536	-	883,536	-	883,536
	Fuel Farm/Wash Rack/Parking Aprons	-	679,150	-	679,150	-	679,150
	Design A12 Infrastructure	-	145,101	-	145,101	-	145,101
	Entrance for Site Development	-	125,000	-	125,000	-	125,000
	North T-Hangar Access Road	-	-	3,157,701	3,157,701	2,660,660	497,041
	TOTAL AIRPORT	**-**	**2,686,476**	**3,157,701**	**5,844,177**	**3,440,087**	**2,404,090**
FY25	**ELECTRIC**						
1	**Overhead/Underground/Lighting Work Orders/Boring**	3,779,784	482,140	131,192	4,393,116	3,572,910	820,206
2	**Electric Feeder Improvements**	2,250,000	914,269	-	3,164,269	165,160	2,999,109
3	**Dearmin Substation Upgrade - Phase 2**	250,000	50,118	8,065,327	8,365,445	8,066,743	298,702
4	**Airport Substation Upgrade - Phase 2**	1,000,000	(48,900)	1,941,456	2,892,556	2,387,373	505,183
5	**Shaw Substation - Phase 1 - Transformer #4 Addition**	1,000,000	34,795	991,574	2,026,369	1,042,566	983,803
6	**Paddock Substation Bus Tie Addition**	100,000	(44,920)	-	55,080	55,080	1
7	**AMI Meter Replacement Program**	1,250,000	-	-	1,250,000	77,234	1,172,766
8	**Underground Primary Cable Replacement**	1,500,000	590,992	18,397	2,109,389	926,933	1,182,456
9	**New SCADA/DMS System**	1,350,000	-	-	1,350,000	-	1,350,000
10	**Water Plant Substation Tx Replace & Upgrade Phase 1**	500,000	(500,000)	-	-	-	-
11	**Hendrix Cable Installation**	400,000	-	-	400,000	-	400,000
12	**Nuby's Substation Upgrade**	150,000	-	-	150,000	122,943	27,057
13	**Substation Security Upgrade - Phase 7**	35,000	-	-	35,000	-	35,000
14	**Reliability - Padmount Inspect/Refurb/Remediate**	200,000	-	-	200,000	201,560	(1,560)
	College Substation - Phase I	-	400,000	-	400,000	-	400,000
	White Substation - Station Relocation - Phase 2	-	595,363	-	595,363	-	595,363
	NE 36th Ave Corridor Water Plant Substation Upgrade	-	548,900	969,122	1,518,022	1,141,481	376,541
	Shady Substation Upgrade	-	30	6,418	6,448	6,447	1
	Enzine Substation Upgrade Complete	-	(1,600)	1,605	5	5	0
	Ocala Palms Substation Upgrade	-	(3,628)	6,415	2,787	2,787	0
	TOTAL ELECTRIC	**13,764,784**	**3,017,559**	**12,131,506**	**28,913,849**	**17,769,221**	**11,144,628**
FY25	**ENGINEERING**						
	Facility Construction & Modification						
1	**Design/Build Fire Training Center**	1,000,000	1,500,000	-	2,500,000	3,287	2,496,713
2	**Jervey Gantt Trail Resurfacing**	200,000	-	47,354	247,354	47,354	200,000
3	**Fire Station 7 Metal Building**	470,000	-	-	470,000	46,441	423,559
	Ocala Fiber Network Campus Phase 1	-	126,691	329,806	456,497	329,806	126,691
	Design/Build Fire Station #8	-	1,256,081	3,391,711	4,647,792	4,635,292	12,500
	Stormwater Engineering						
1	**Drainage Rehab. & Improvement Program (DRIP)**	1,075,000	19,380	1,750,792	2,845,172	2,829,864	15,308
	Transportation Engineering						
1	**Parking Lot Improvement Program (PLIP)**	400,000	1,391	725,739	1,127,130	625,738	501,392
2	**Design/Build Parking Garage #2**	718,200	105,976	14,495,625	15,319,801	14,131,188	1,188,613
3	**Transportation Rehabilitation and Improvement Program (TRIP)**	3,000,000	(317,936)	1,807,236	4,489,300	3,722,383	766,917
4	**SR 40 at NW 46th Avenue Signalization**	1,500,000	1,025,808	3,153,123	5,678,931	3,520,849	2,158,082
5	**SW 43rd Court at SW 20th Street Signalization**	1,000,000	-	881,795	1,881,795	921,245	960,550
6	**SW 43rd Court at SW 40th Street Signalization**	1,000,000	-	-	1,000,000	-	1,000,000
7	**SW 43th Court at SW 31th Street Roundabout**	800,000	-	-	800,000	-	800,000
	City Sidewalk Improvement	-	284,759	-	284,759	-	284,759
	Trans. Rehab, & Improvement Program (TRIP)	-	16,754	1,186,902	1,203,656	1,186,902	16,754
	Broadway Parking Garage	-	-	3,712,736	3,712,736	3,712,736	-
	SW/NW 44th Avenue Phase 1	-	2,481,078	1,194,338	3,675,416	811,873	2,863,543
	SW/NW 44th Avenue Phase 2	-	1,017,058	862,603	1,879,661	704,263	1,175,398
	TOTAL ENGINEERING	**11,163,200**	**7,517,040**	**33,539,760**	**52,220,000**	**37,229,220**	**14,990,780**
FY25	**OCALA FIBER NETWORK**						
1	**Citywide Partial Network Equipment/Upgrade**	232,657	355,636	85,945	674,238	294,648	379,590
2	**Adding Customer Base and System Overbuild**	886,782	59,966	-	946,748	540,424	406,324
3	**Annual Fiber Builds - Road Projects**	3,917,813	(947,997)	2,632,809	5,602,625	3,010,236	2,592,389
4	**Citywide Telephony Upgrade**	500,000	-	-	500,000	294,000	206,000
	Fiber Network Hub Relocation	-	51,683	-	51,683	-	51,683
	City Park Wireless Upgrade Phase 2	-	25,000	-	25,000	-	25,000
	TOTAL OCALA FIBER NETWORK	**5,537,252**	**(455,712)**	**2,718,754**	**7,800,294**	**4,139,308**	**3,660,986**

Priority		FY2025 Adopted Budget	Increase/ Decrease (BR or FT)	TOTAL Carryforward	REVISED BUDGET	Exp + Encum	Balance
FY25	**GROWTH MANAGEMENT**						
1	**Downtown CRA Streetscape**	150,000	274,517	192,489	617,006	131,190	485,816
2	**East Ocala CRA Sidewalks**	200,000	646,811	60,334	907,145	60,333	846,812
3	**West Ocala CRA Land Acquisition**	517,500	24,714	908,751	1,450,965	2,400	1,448,565
4	**West Ocala CRA Streetscape**	150,000	16,583	-	166,583	4,660	161,923
5	**West Ocala CRA Gateways**	100,000	-	-	100,000	-	100,000
6	**West Ocala CRA Wayfinding**	50,000	-	11	50,011	-	50,011
7	**East Ocala CRA Gateways**	100,000	-	-	100,000	-	100,000
8	**East Ocala CRA Wayfinding**	25,000	-	32,834	57,834	-	57,834
9	**North Magnolia CRA Land Acquisition**	433,500	-	1,625	435,125	1,625	433,500
10	**West Ocala CRA Reed Place Redevelopment**	300,000	-	-	300,000	-	300,000
11	**NE 8th Avenue Median Project**	350,000	-	-	350,000	-	350,000
12	**Downtown CRA Public Art**	80,000	(30,000)	-	50,000	-	50,000
13	**West Ocala CRA Public Art**	100,000	-	-	100,000	-	100,000
14	**East Ocala CRA Public Art**	50,000	-	-	50,000	-	50,000
15	**North Magnolia CRA Site Abatement**	30,000	-	-	30,000	-	30,000
16	**Downtown CRA Sanitation**	50,000	-	-	50,000	-	50,000
	Tuscawilla Skatepark - Build Out	-	473,018	500,000	973,018	500,000	473,018
	Parking Lot for the Reilly Center	-	-	100,000	100,000	-	100,000
	Brownfield EPA Assessment Grant	-	1,350	208,868	210,218	196,123	14,095
	Tucker Hill Infrastructure Improvements	-	-	299,468	299,468	14,992	284,476
	Wayfinding Signage Program - Phase 2	-	-	18,332	18,332	3,654	14,678
	Downtown CRA Wayfinding	-	-	5,610	5,610	-	5,610
	North Magnolia CRA Wayfinding	-	-	13,422	13,422	-	13,422
	Imagine North Magnolia	-	-	295,011	660,537	295,010	365,527
	Public Market Improvements	-	-	165,075	165,075	11,132	153,944
	TOTAL GROWTH MANAGEMENT	**2,686,000**	**1,406,993**	**2,801,830**	**7,260,349**	**1,221,118**	**6,039,231**
FY25	**OCALA POLICE DEPARTMENT**						
	None for FY 2025	-	-	-	-	-	-
	Real Time Crime Center	-	51,620	727,226	778,846	32,080	746,766
	TOTAL POLICE	**-**	**51,620**	**727,226**	**778,846**	**32,080**	**746,766**
FY25	**RECREATION & PARKS**						
1	**Parks Operations Center - Shed Row**	400,000	-	-	400,000	-	400,000
2	**Scott Springs Park Playground Restroom Design/Constru**	200,000	-	-	200,000	-	200,000
	Golf Irrigation	-	-	390,000	390,000	394,337	(4,337)
	Aquatic Centers Upgrades - Slide Replace Complete	-	-	45,332	45,332	-	45,332
	Ocala Golf Club Clubhouse Renovation	-	-	3,335	3,335	3,335	-
	TOTAL RECREATION & PARKS	**600,000**	**-**	**438,667**	**1,038,667**	**397,672**	**640,995**
FY25	**WATER RESOURCES**						
1	**Water/Sewer Line Improvement Program**	1,300,000	776,579	871,639	2,948,218	464,967	2,483,251
2	**Lift Station Improvement Program**	700,000	548,258	6,197	1,254,455	737,671	516,784
3	**WRF Improvement Program - Wastewater Master Plan**	2,042,000	5,258,450	-	7,300,450	-	7,300,450
4	**WTP #2 - Facility Construction**	7,661,531	5,369,373	470,321	13,501,225	6,405,650	7,095,575
5	**Winding Oaks (Water)**	2,275,331	2,070,401	139,479	4,485,211	-	4,485,211
6	**Sewer & Reuse Impact Line Ext & Capacity Imp (Impact**	1,000,000	(446,670)	177,736	731,066	185,382	545,684
7	**Water Impact Line Ext & Capacity Imp (Impact Fee)**	150,000	(37,700)	5,493	117,793	5,492	112,301
8	**CIPP Lining**	500,000	-	-	500,000	500,000	-
9	**WTP Improvement Program - Water Master Plan**	300,000	-	-	300,000	-	300,000
10	**Water, Sewer & Lift Station Reuse Reimbursement**	70,000	-	-	70,000	-	70,000
11	**WTP #1, WRF#2, & WRF#3 Coatings**	500,000	(467,860)	-	32,140	-	32,140
	WRF Improvement Prog.-Wastewater Master Plan	-	73,892	-	73,892	-	73,892
	WTP #2 (Equip Improv Proj/Lower Aquifer Test Wells)	-	2,557,000	-	2,557,000	-	2,557,000
	Water Treatment Plant Clarifier	-	38,457	-	38,457	-	38,457
	Annual Septic Tank Program	-	250,000	-	250,000	-	250,000
	ARPA WRF#3 Force Main Project	-	65,267	81,632	146,899	81,631	65,268
	Ocala Sewer Exfiltration Phase 7 (LPA070)	-	113	-	113	112	1
	Water Treatment Plant #2 Design	-	516	1,599,621	1,600,137	1,599,620	517
	Ocala Wetlands Recharge Park Rest Area	-	-	27,216	27,216	25,052	2,164
	SW 49/40th Ave - Phase 3 - Water	-	286,301	-	286,301	-	286,301
	Ocala Force Main Construction (LPS0596) (Grant)	-	500,000	-	500,000	-	500,000
	FEMA HMGP / H0576 / P#4337-424	-	927,851	1,399,091	2,326,942	1,399,090	927,852
	FEMA HMGP 4337-319-R	-	122,592	371,697	494,289	370,945	123,344
	Ridge at Healthbrook Phase II-Lift Station	-	1,308,436	-	1,308,436	-	1,308,436
	Meadow Oaks/Southwind/College Heights Park	-	12,607	1,154,597	1,167,204	1,167,202	2
	Lower FL Aquifer Conv. Phase V (LPA0709) (Grant)	-	1,250,000	-	1,250,000	1,000,000	250,000
	Marion Heights (Sewer)	-	539,417	-	539,417	-	539,417
	TOTAL WATER RESOURCES	**16,498,862**	**21,003,280**	**6,304,719**	**43,806,861**	**13,942,816**	**29,864,045**
FY25	**FACILITIES MAINTENANCE**						
	Electric	50,000	-	1,339	51,339	1,339	50,000
	Facilities Management	55,000	878,065	125,762	1,058,827	244,291	814,536
	Golf	15,000	-	-	15,000	-	15,000
	Ocala Fire Rescue	620,000	(470,000)	-	150,000	-	150,000
	Recreation & Parks	141,000	200,736	121	341,856	12,500	329,356
	TOTAL FACILITIES MAINTENANCE	**881,000**	**608,801**	**127,222**	**1,617,022**	**258,130**	**1,358,892**

Priority		FY2025 Adopted Budget	Increase/ Decrease (BR or FT)	TOTAL Carryforward	REVISED BUDGET	Exp + Encum	Balance
FY25	**FLEET MANAGEMENT**						
	Electric	1,477,795	197,250	1,501,727	3,176,772	2,670,797	505,975
	Facilities Management	7,000	68,329	51,847	127,176	113,332	13,844
	Golf	103,626	22,271	223,133	349,030	314,924	34,106
	Growth Management	26,563	-	-	26,563	26,563	-
	Ocala Fire Rescue	2,776,852	115,616	1,148,825	4,041,293	3,757,752	283,541
	Ocala Police Department	3,373,291	139,185	30,496	3,542,972	3,236,944	306,028
	Public Works	3,060,387	69,755	2,969,831	6,099,973	6,060,189	39,784
	Recreation & Parks	288,095	120,668	-	408,763	263,972	144,791
	Water Resources	1,333,824	155,002	44,341	1,533,167	1,379,425	153,742
	TOTAL FLEET MANAGEMENT	**12,447,433**	**888,076**	**5,970,200**	**19,305,709**	**17,823,898**	**1,481,811**
FY25	**INFORMATION TECHNOLOGY**						
	Budget/Finance	17,850	-	-	17,850	13,059	4,791
	City Attorney's Office	1,950	-	-	1,950	-	1,950
	City Clerk's Office/CMO	13,740	-	-	13,740	9,922	3,819
	City Council, Mayor	2,400	-	-	2,400	1,600	800
	Community Development Services	1,950	220	-	2,170	1,697	473
	Electric/CSC	84,770	4,701	-	89,471	80,607	8,864
	Engineering	15,550	435	-	15,985	11,762	4,223
	Facilities Maintenance	8,800	550	-	9,350	5,806	3,544
	Fleet Management	20,750	-	-	20,750	4,650	16,100
	Growth Management	26,850	-	-	26,850	15,587	11,263
	Human Resources & Risk Management	3,900	220	-	4,120	3,719	401
	Information Technology	280,150	(20,446)	-	259,704	154,168	105,536
	Internal Auditor	1,950	6,000	-	7,950	6,868	1,082
	Ocala Fiber Network	5,800	11,900	-	17,700	12,710	4,990
	Ocala Fire Rescue	31,100	-	-	31,100	26,617	4,483
	Ocala Police Department	893,900	-	125,381	1,019,281	736,715	282,566
	Procurement	44,450	-	-	44,450	17,852	26,598
	Public Works	21,500	3,011	-	24,511	16,758	7,753
	Recreation & Parks	22,150	210	-	22,360	16,023	6,337
	Water Resources	166,000	3,575	-	169,575	161,777	7,798
	TOTAL INFORMATION TECHNOLOGY	**1,665,510**	**10,376**	**125,381**	**1,801,267**	**1,297,898**	**503,369**
	TOTAL FY2024-2025 CIP	**65,244,041**	**36,734,509**	**68,042,965**	**170,387,041**	**97,551,448**	**72,835,593**

Docusign Envelope ID: 1D773BC1-A745-4B00-B90C-1C68E455670E

MEMORANDUM OF UNDERSTANDING

Traffic and Criminal Software (TraCS)

WITNESSETH

WHEREAS, on _____ ("Effective Date") this MOU is entered into by and between The Panama City Police Department, hereafter referred to as PCPD, and the Ocala Police Department, hereafter referred to as Contract Agency (CA), which both criminal justice agencies, formally recognized by the Federal Bureau of Investigation (FBI) and the Florida Department of Law Enforcement (FDLE), and;

WHEREAS, PCPD and the CA are headquartered within the boundaries of the State of Florida, and;

WHEREAS, both PCPD and the CA have entered into Criminal Justice User Agreements (UA) with FDLE and are required to abide by the current FBI Criminal Justice Information System (CJIS) Security Policy (CSP) for access to state and national Criminal Justice Information (CJI) as defined by the CSP, and;

WHEREAS, the FDLE CJIS Director functions as the CJIS Systems Officer (CSO) for the State of Florida, required by the CSP and UA to grant and authorize access to CJI within the State of Florida, and;

WHEREAS, PCPD presently has the benefit of contracting with TraCS Florida, a private vendor, operated and maintained by FSU, which provides access to TraCS, and;

WHEREAS, the CA wishes to utilize the PCPD FSU TraCS Systems for law enforcement purposes, and;

WHEREAS, PCPD is willing to share individual background screening information obtained from state and national fingerprint-based records checks with the CA, in a manner consistent with the requirements of the CSP;

WHEREAS, unescorted physical or logical access is defined in Appendix A of the CSP under the definition for Access to Criminal Justice Information.

NOW THEREFORE, the parties agree as follows,

1. FSU will provide PCPD with a current and complete list of all personnel who require unescorted physical or logical access to CJI in TraCS.

2. PCPD will maintain a MOU with the Florida Highway Patrol stating FHP is the lead criminal justice agency for DSM, where the TraCS server physically resides.

3. Per the MOU with FHP, FHP will ensure that all DSM personnel meet CJIS requirements for personnel screening and will notify PCPD of any personnel change.

Docusign Envelope ID: 1D773BC1-A745-4B00-B90C-1C68E455670E

4. PCPD will ensure all personnel provided in Section 1, above, are appropriately screened and trained.

5. PCPD will fingerprint and submit the requisite identification information on personnel who require unescorted physical or logical access to CJI in TraCS prior to being granted access. PCPD will use its criminal justice ORI for submitting fingerprints required by the CSP and UA. PCPD will retain the fingerprint-based records check, the signed security addendums, and the completed Security Awareness Level 4 certificates for said personnel.

6. PCPD will maintain a current and complete list of all personnel who have been authorized to unescorted physical or logical access to CJI in TraCS. Individual information shall include name, date of birth, and if previously provided, Social Security Number or unique identification to accurately identify the individual.

7. PCPD shall provide to the CA the list of all personnel who are authorized unescorted physical or logical access to CJI inside TraCS.

8. PCPD shall defer to the FDLE CSO regarding any issues with respect to unescorted physical or logical access to CJI and/or CJI systems eligibility as required by the CSP and UA.

9. When any change occurs to the list of authorized personnel, the PCPD shall provide to the CA the corrected or revised list of authorized personnel, and specifically identify any additions, deletions, or modifications to the list.

10. PCPD will notify the CA in the event that an individual, whether seeking or already authorized unescorted physical or logical access to CJI in TraCS, is denied such access by the FDLE CSO.

11. To properly assess any potentially disqualifying information as it becomes available, every year, PCPD shall perform a name-based check via the FCIC message switch, to include, but not limited to, hot files, and state/national criminal history record information searches, on all personnel authorized unescorted physical or logical access to CJI in TraCS.

12. Upon notification/determination of any type of reported or observed criminal or other disqualifying activity by an individual authorized access to CJI in TraCS, the PCPD shall immediately notify the CA via formal correspondence of the individual's activity.

13. PCPD shall immediately notify the CA upon learning of the termination or suspension from employment of an individual authorized access to CJI in TraCS.

14. The CA shall be entitled to use, through agents and employees of the PCPD, the TraCS interface located at DSM Technology Consultants, LLC (DSM) data centers located in Winter Haven, FL. for the purpose of gaining access to information Systems for law enforcement purposes.

15. The CA agrees to abide by all applicable logical, state, and federal laws, rules, and regulations, with regards to the use of any device accessing CJI and/or TraCS under the terms of this agreement.

Docusign Envelope ID: 1D773BC1-A745-4B00-B90C-1C68E455670E

16. The CA agrees to abide by all terms and conditions of the most recent UA executed into between FDLE and the CA.

17. The CA agrees that it shall make use of the TraCS access in compliance with the CSP.

18. If the CA intends to use mobile devices (as defined in the CSP), the CA agrees to have and operate a Mobile Device Management (MDM) solution as required by the CSP.

19. In compliance with the FDLE UA, the CA agrees to have a formal written policy restricting criminal justice applications and networks access to agency owned devices and forbidding access and use of criminal justice applications and networks access on personally owned or public devices.

20. The CA grants DSM permission to retain and host all records created inside TraCS by the CA in accordance with the CSP and FDLE UA.

21. The CA acknowledges that backups for all hosted records created inside TraCS by the CA are stored at DSM.

22. The CA grants PCPD and aforementioned personnel provided in section 1 permission to view and create records in TraCS on behalf of the CA solely for the purposes of training or troubleshooting.

23. The CA agrees that neither PCPD nor the aforementioned personnel provided in section 1 are responsible for fulfilling public records requests on behalf of the CA. PCPD agrees to forward all public records requests it receives for records created and/or owned as described in section 22 by the CA to the CA.

24. The CA retains ownership of all records created inside TraCS by the CA and responses generated as a direct result of the CA, including user accounts, account access and audit logs, user activity, query history, and query responses, and agrees to fulfill any and all public records requests regarding those records.

25. The CA agrees that neither PCPD nor the aforementioned personnel provided in section 1 are responsible for fulfilling non-governmental, third-party requests for records on behalf of the CA. PCPD and the TraCS agree to forward all records requests received for records created and/or owned as described in section 22 by the CA to the CA.

26. PCPD agrees that the current FCIC Agency Coordinator (FAC) of the CA as recorded with FDLE and/or the current agency head within the CA shall be notified by PCPD of updates and information regarding personnel authorized to access CJI, including but not limited to when an individual is added or removed from the list of authorized users or when an individual on the list is arrested.

27. PCPD shall have formal written guidelines defining the processes associated with implementation of this Agreement.

28. PCPD will forward a copy of this Agreement of the FDLE CSO.

Docusign Envelope ID: 1D773BC1-A745-4B00-B90C-1C68E455670E

29. The term of this agreement shall commence on the Effective Date and shall remain in force until terminated in accordance with the terms herein.

30. Either party may terminate this Agreement upon thirty (30) days written notice or immediately by PCPD without notice upon finding that the CA has violated terms of this Agreement, or immediately by the CA without notice upon finding that PCPD has violated the terms of this MOU.

31. This agreement constitutes the entire agreement of the parties and may not be modified or amended without written agreement executed by both parties and establishes procedures and policies that will guide all parties to comply and adhere to the CJIS Security Policy.

32. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between PCPD and the CA with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation; commitment, agreement or writing will have no further rights or obligations there under.

[SIGNATURES ON THE FOLLOWING PAGE]

Docusign Envelope ID: 1D773BC1-A745-4B00-B90C-1C68E455670E

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

Panama City Police Department

Agency Name (PCPD)

Authorized Signatory (PCPD)

Mark Smith # 604	Chief of Police
Printed Name / ID #	Title

City of Ocala, by and through Ocala Police Department

Agency Name (CA)

DocuSigned by:

Mike Balken

A2DB4A6A5AAB4A3...

Authorized Signatory (CA)

Mike Balken	cHIEF
Printed Name / ID #	Title

The current FBI CJIS CSP mandates all agencies connected to the FBI CJIS systems adhere to regulation set forth within the Security Policy. Included within the term "personnel" are all individuals who are utilized by criminal justice agencies to implement, deploy, and/or maintain the computers and/or networks of the criminal justice agency which are used to access FBI CJIS systems. These individuals include city/county IT personnel, and private vendors. The subject of non-criminal justice governmental personnel and private vendors is addressed in Sections 5.1.1.5(1) of the CJIS Security Policy, and the Security Addendum, which can be found in Appendix H.

Approved as to form and legality:

Signed by:

William E. Sexton, Esq.

B07DCFC4E86E429...

DocuSigned by:

Benjamin Marciano

2EB86ED27B19440...

Benjamin Marciano

BM

Certificate Of Completion

Envelope Id: 1D773BC1-A745-4B00-B90C-1C68E455670E
Status: Completed
Subject: SIGNATURE - MOU - TraCS - OPD and Panama City PD (OPD/250672)
Source Envelope:
Document Pages: 5
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
5/29/2025 10:15:02 AM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/29/2025 10:20:42 AM Viewed: 5/29/2025 11:24:43 AM Signed: 5/29/2025 11:44:50 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Mike Balken mbalken@ocalapd.gov cHIEF Security Level: Email, Account Authentication (None)	DocuSigned by: Mike Balken 2DC018CA5AF443E... Signature Adoption: Pre-selected Style Using IP Address: 208.56.25.83	Sent: 5/29/2025 11:44:52 AM Viewed: 6/9/2025 1:28:19 PM Signed: 6/9/2025 1:28:36 PM
Electronic Record and Signature Disclosure: Accepted: 2/24/2023 9:56:54 AM ID: ca99c17b-3fcf-4dc1-9774-38253d87606f		
Benjamin Marciano bmarciano@ocalafl.gov BM Security Level: Email, Account Authentication (None)	DocuSigned by: Benjamin Marciano 2EB86ED27B19440... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/9/2025 1:28:38 PM Resent: 6/24/2025 11:34:59 AM Viewed: 6/24/2025 1:57:28 PM Signed: 6/24/2025 1:57:48 PM
Electronic Record and Signature Disclosure: Accepted: 6/9/2025 6:52:58 PM ID: afdec09e-ec09-432f-a0a2-cb61cbe2a842		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/29/2025 10:20:42 AM
Certified Delivered	Security Checked	6/24/2025 1:57:28 PM
Signing Complete	Security Checked	6/24/2025 1:57:48 PM
Completed	Security Checked	6/24/2025 1:57:48 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Docusign Envelope ID: 7508AC26-A33A-4F33-BD91-730079155ED7

FIRST AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR GROUND MAINTENANCE SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **PURE CUTS LAWN AND MAINTENANCE LLC** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 88-4098034) ("Contractor").

WHEREAS, on February 21, 2024, City and Contractor entered into an Agreement for Grounds Maintenance Services (the "Original Agreement"), City of Ocala Contract Number PWD/240103 for a term of two (2) years from March 1, 2024, through February 28, 2026; and

WHEREAS, City and Contractor now desire to amend the Original Agreement to modify one (1) service location and update the pricing schedule as set forth in **Exhibit B – Price Proposal**.

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

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION TO ORIGINAL AGREEMENT**. The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as **Exhibit B – Price Proposal** is hereby deleted in its entirety and replaced with **Amended Exhibit B – Price Proposal**.
4. **COMPENSATION.** City shall pay Contractor an amount no greater than **ONE HUNDRED SIX THOUSAND, NINE HUNDRED ONE AND NO/100 DOLLARS ($106,901)** (the "Contract Sum") over the Contract Term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing schedule detailed in **Amended Exhibit B – Price Proposal**.
5. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Pure Cuts Lawn and Maintenance, LLC
Attention: Jorge Aliaga
160 Juniper Trail
Ocala, Florida 34480
Phone: 352-678-8531
E-mail: service@pure-cuts.com

Docusign Envelope ID: 7508AC26-A33A-4F33-BD91-730079155ED7

If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

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

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

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

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

Docusign Envelope ID: 7508AC26-A33A-4F33-BD91-730079155ED7

IN WITNESS WHEREOF, the parties have executed this First Amendment on 6/26/2025.

ATTEST:

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

Angel B. Jacobs
City Clerk

Approved as to form and legality:

Signed by: William E. Sexton 4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

CITY OF OCALA

DocuSigned by: Ken Whitehead 5677F71E38874F4...

Ken Whitehead
Assistant City Manager

PURE CUTS LAWN AND MAINTENANCE, LLC

DocuSigned by: C89D8866BC89466...

By: Jorge Aliaga
(Printed Name)

Title: Owner
(Title)

Docusign Envelope ID: 7508AC26-A33A-4F33-BD91-730079155ED7

ITEM	DESCRIPTION	UOM	Cuts Per Year	Cost Per Cut
1	NE 21st Street from NE 36th Avenue east to State Road 40, part of NE 46 Ave to Hwy 40.	Each	22	$ 70.00
2	NE 42nd Ave from NE 21st St to SR 40 mowing ROW next to the tree line and fence line includes mowing ROW behind utility poles.	Each	22	$ 32.00
3	NE 17th Pl from NE 36th Ave to 42nd Avenue includes ROW mowing next to the fence line, mowing ROW behind Utility poles, and fire hydrants	Each	22	$ 40.00
4	NE 36th Ave north from E Fort King St to North City Limits Sign. City limits sign is near NE 35 St. Clean sidewalk, remove weeds, edge. Clean fence near Hwy 492 north side of road, cut vines/weeds back frrom r.o.w. NE 36 Ave. 2100 blk to 2400 Blk. No mowing inside CSX right of way. Map provided. Weed control around light poles, guardrails & concrete walls. NE 36 Ave Bridge mowing right of way including ALL edging of sidewalk/curb. Weed control in sidewalk. Center medial mowing/edging. All access roads to the CSX right of way. Incuded access roads - Access RD SW, Access RD SE, Access RD SE/ NE 21 St. No mowing inside CSX right of way. Map attached for the two city lot mowing part of NE 36 Ave right of way. On NE 36 Ave south end the right of way is larger on the east/west side. mowing inside/outside fence area, Includes mowing ROW behind utility poles, and fire hydrants.	Each	22	$ 190.00
5	NE 36 Ave between NE 21 St & 24 St. bridge embankment. Mowing from top of embankment to the retention top. No mowing inside CSX right of way. Weed control around light poles, guardrails & concrete walls	Each	5	$ 100.00
6	NE 44th Avenue from NE 7th Street to E Fort King St	Each	22	$ 40.00
7	NE 24th Street from NE 36th Avenue to NE 8 Ave.	Each	22	$ 180.00
8	NE 24th Street and NE 25th Ave. (west of Fire Station #5 and behind the Electric Substation) Only part of the parcel 24570-000-00.	Each	5	$ 25.00
9	NE 25th Ave from to State Road 40 to North City Limits Sign. City limits sign is between NE 28 St & NE 35 St.	Each	22	$ 145.00
10	NE 10th St from NE 25th Ave to NE 28th Ave, includes ROW mowing next to fence line mowing ROW behind utility poles	Each	22	$ 20.00
11	NE 3rd Street from Hwy 40 to NE Osceola Avenue. This location starts at Hwy 40 near NE 30 Ave.	Each	22	$ 190.00
12	NE 28 Ave from Hwy 492 to NE 3 St.	Each	22	$ 55.00
13	NE 7 St. from NE 25 Ave to NE 30 Ave	Each	22	$ 40.00
14	NE 28th Ave from E. Fort King St to E. State Road 40	Each	22	$ 20.00
15	NE 2nd Pl from NE 31th Ave from NE 32nd Avenue. Next to the Golf Course to the cable line, north side.	Each	22	$ 15.00
16	NE 32 Ave from NE 2 Pl to Ft. King next to the Tennis Center. Mow to the cable line next to the Golf Course.	Each	22	$ 22.00
17	NE 2nd Street from NE Osceola Avenue to NE 25th Avenue. Mow two medians NE 2 St between NE 14 Ave & 13 Ave.	Each	22	$ 160.00
18	NE 17th Ave from NE 3rd St to NE 14th St,- Ft King Middle School	Each	22	$ 60.00
19	NE 12 Ave between Hwy 40 & 492 (NE 14 St) mowing all of the right of way weed control in the sidewalk,edging,weedeating	Each	22	$ 75.00
20	NE 7th Street and NE 11th Avenue	Each	22	$ 10.00
21	NE 7th Street and NE 12th Avenue	Each	22	$ 15.00
22	NE 9th St and NE 11th Avenue	Each	22	$ 25.00
23	NE 12th Circle & NE 13 Ave, NE 13th Cir & NE 13 Ave. Center Median Circle. Two locations.	Each	22	$ 20.00
24	NE 11th Circle and NE 13th Ave - east & west - two locations. Center Median Circle.	Each	22	$ 10.00
25	NE 12th Dr. & NE 12 Ct. Center Median Circle.	Each	22	$ 7.00
26	NE 8th Ave south of Hwy 492. , next to railroad. Parcel 26358-000-00 including the northeast bridge embankment.	Each	22	$ 21.00
27	NE 8th Avenue from NE 14th Street to State Road 40, sidewalk edge, mowing, weed control.	Each	22	$ 70.00
28	NE 5th Street and NE 9th Avenue	Each	22	$ 7.00
29	NE Sanchez Avenue from E State Road 40 to NE 3rd Street	Each	22	$ 20.00
30	NE Tuscawilla Avenue from NE 2nd Street to NE 3rd Street	Each	22	$ 10.00

Docusign Envelope ID: 7508AC26-A33A-4F33-BD91-730079155ED7

ITEM	DESCRIPTION	UOM	Cuts Per Year	Cost Per Cut
31	**Osceola Ave / Walking Trail** mowing weed control starting at NE 14 St to NE 9 St. Southwest corner at Hwy 492 & Osceola Ave. The next section starts at NE 5 St. to Hwy 40. mowing next to the fence line, includes mowing ROW behind utility poles and fire hydrants. mowing up to the wall at Jim Walton's building. Spraying sidewalk for weed control. Weed control on the stone decorative wall between NE 3 St & NE 5 St.	Each	22	$ 65.00
32	**NE 1st Ave** from State Road 40 to NE 5th Street north to the R&R Tracks.	Each	22	$ 32.00
33	**N. Magnolia Ave** from State Road 40 to NE 5 St north to the R&R Tracks.	Each	22	$ 32.00
34	**N Magnolia Ave** from NE 5th Street to 1628 N. Magnolia Ave.	Each	22	$ 75.00
35	NE 5th Street from NE 1st Avenue to NE Watula Ave	Each	22	$ 20.00
36	NE 17th Road from NE 14th Street to NE 14th Avenue - Hurricane Battery	Each	22	$ 35.00
37	NE 19th Avenue from NE 14th Street to NE 24th Street	Each	22	$ 65.00
38	NE 18th Pl from NE 19th Ave headed East of dead end street next to fence line, includes mowing ROW behind utility poles and fire hydrants	Each	22	$ 15.00
39	NE 14th Street from NE 8th Avenue to N Magnolia Avenue, clean & edge all sidewalk.	Each	22	$ 32.00
40	NE 10th St from NE 25th Ave to NE 28th Ave, includes ROW mowing next to fence line, mowing ROW behind utility poles	Each	22	$ 20.00
41	NE 2 Ave and NE 16 St. Parcel # 26151-000-00 mowing up to tree line, and fence line.Includes mowing ROW behind utility poles, and fire hydrants.	Each	5	$ 30.00
42	NE 2nd Ave from NE 14th St ditch line both sides of NE Old Jacksonville Rd	Each	22	$ 25.00
43	NE 19th Street from NE 2nd Avenue to NE Jacksonville Rd	Each	22	$ 27.00
44	NE 8th Ave from NE 14 Street to NE 24 Street include mowing ROW behind utility poles and fire hydrants, edge sidewalk.	Each	22	$ 63.00
45	**Anthony Industial Park** - NE 16 St from NE 8 Ave to NE 17 Pl. also median.	Each	22	$ 35.00
46	**The North Magnolia Business District**. NE Jacksonville Rd - from NE 20 St to N. Magnolia Ave. This is the small section northeast of Magnolia Ave & 17 Pl.	Each	22	$ 25.00
47	NE 25th Street from 200A to dead end (besides Jade Lounge).	Each	22	$ 20.00
48	NE 28th Street from the dead end east of NE 25th Avenue to NW 1 Ave at Vangaurd High School	Each	22	$ 175.00
49	Alleyway Between NE 5th and NE 6 st From NE 12 ave to NE 9 ave	Each	5	$ 25.00
50	Alleyway Between NE 10 ave and NE 11 AVE from NE 2 st to NE 3 st	Each	5	$ 8.00
51	Alleyway Between NE 6 st and NE 7 st from NE 12 ave to NE 9 ave	Each	5	$ 30.00
52	Alleyway Between NE 7 st and NE 8 st from NE 12 ave to NE 11 ave	Each	5	$ 13.00
53	Alleyway Between NE 8 st and NE 9 st from NE 12 ave to NE 11 ave	Each	5	$ 15.00
54	Alleyway Between NE 9 st and NE 10 st from NE 12 ave to NE 11 ave	Each	5	$ 15.00
55	Alleyway Between NE 11st and NE 12 st from NE 12 ave to NE 10 ave	Each	5	$ 30.00
56	Alleyway Between NE 12 st and NE 13 st from NE 12 ave to NE 10 ave	Each	5	$ 30.00
57	Alleyway Between NE 13 st and NE 14 st from NE 12 ave to NE 10 ave	Each	5	$ 30.00
58	Alleyway Between NE 10 ave and 11 ave from NE 10 st to NE 11 st	Each	5	$ 10.00
59	Alleyway Between NE 8 ave and NE 9 ave from NE 3 st to NE 6 st	Each	5	$ 30.00
60	Alleyway Between NE 14 st and NE 15 st from NE 14 ave to NE 12 ave	Each	5	$ 15.00
61	Alleyway Between NE 15 st and NE 16 st from NE 13 ave to NE 14 ave	Each	5	$ 15.00
62	Next to the **Jewish Cemetery**. 23 NE 13 St. Parcel Number 26298-000-00	Each	5	$ 40.00
63	South of the **Jewish Cemetery** 1317 N. Magnolia Ave Parcel Number 26297-000-00	Each	5	$ 40.00

Certificate Of Completion

Envelope Id: 7508AC26-A33A-4F33-BD91-730079155ED7
Status: Completed
Subject: First Amendment to Agreement for Grounds Maintenance Services (PWD/240103)
Source Envelope:
Document Pages: 5
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.241.117

Record Tracking

Status: Original
6/18/2025 2:33:09 PM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
Jorge Aliaga service@pure-cuts.com Owner Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/20/2025 10:20:42 AM ID: b2430a85-9224-4d73-8536-3f84064b39d2	DocuSigned by: C89D8866BC89466... Signature Adoption: Drawn on Device Using IP Address: 2600:1006:b15b:1988:7103:2c30:eebc:a7c5 Signed using mobile	Sent: 6/18/2025 2:37:02 PM Viewed: 6/20/2025 10:20:42 AM Signed: 6/20/2025 10:21:33 AM
William E. Sexton wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b	Signed by: William E. Sexton 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/20/2025 10:21:34 AM Viewed: 6/25/2025 4:08:12 PM Signed: 6/25/2025 4:08:22 PM
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/25/2025 4:08:23 PM Viewed: 6/26/2025 8:49:23 AM Signed: 6/26/2025 8:50:35 AM
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/26/2025 8:50:36 AM Viewed: 6/26/2025 10:31:58 AM Signed: 6/26/2025 10:32:20 AM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 6/26/2025 10:31:58 AM ID: 3afba774-d32c-475f-b283-37bcf4a974ed		

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	6/18/2025 2:37:02 PM
Certified Delivered	Security Checked	6/26/2025 10:31:58 AM
Signing Complete	Security Checked	6/26/2025 10:32:20 AM
Completed	Security Checked	6/26/2025 10:32:20 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Docusign Envelope ID: C8BB6441-9857-45D3-A5E5-33FC7250024A

FIRST AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES AT 800MHZ TOWER SITE

THIS FIRST AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES AT 800MHZ TOWER SITE ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **SQUEEKIE KLEAN LANDSCAPING, LLC,** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 27-2913828) ("Contractor").

WHEREAS, on July 18, 2023, City and Squeekie Klean Landscaping, LLC entered into an Agreement for Grounds Maintenance Services at 800MHz Tower Site, (the "Original Agreement") City of Ocala Contract Number: OPD/230540 for a term of two (2) years from July 10, 2023, through July 9, 2025; and

WHEREAS, City and Contractor now desire to extend the Original Agreement for the first of two (2) available one-year renewals.

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

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one (1) year term beginning on **JULY 10, 2025,** and terminating **JULY 9, 2026.** Thereafter, this Agreement may be renewed for **ONE (1)** optional **ONE (1) YEAR** period by written consent between City and Contractor.

If to Contractor:	Squeekie Klean Landscaping, LLC Attention: Michael Henderson 17585 N. Hwy 329 Reddick, Florida 32686 Phone: 352-234-5561 E-mail: squeekiekleanlandscaping@yahoo.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov

Docusign Envelope ID: C8BB6441-9857-45D3-A5E5-33FC7250024A

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

4. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
5. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
6. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 6/13/2025.

ATTEST:

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

CITY OF OCALA

DocuSigned by:
Peter Lee
5BB28E162F2E4C2...
Peter Lee
City Manager

Approved as to form and legality:

Signed by:
William E. Sexton
4A56AB8A8ED04F3...
William E. Sexton, Esq.
City Attorney

SQUEEKIE KLEAN LANDSCAPING, LLC

DocuSigned by:
Michael Henderson
7CC04F5D42DB496...

By: Michael Henderson
(Printed Name)

Title: Michael Henderson
(Title)

Certificate Of Completion

Envelope Id: C8BB6441-9857-45D3-A5E5-33FC7250024A
Status: Completed
Subject: SIGNATURE - Amendment 1 - Renewal - 800MHz Tower Grounds Maintenance (OPD/230540)
Source Envelope:
Document Pages: 2
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/3/2025 10:39:04 AM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
Michael Henderson squeekiekleanlandscaping@yahoo.com Michael Henderson Security Level: Email, Account Authentication (None)	DocuSigned by: Michael Henderson 7CC04F5D42DB496... Signature Adoption: Pre-selected Style Using IP Address: 75.91.66.51 Signed using mobile	Sent: 6/3/2025 10:41:30 AM Viewed: 6/9/2025 12:57:21 PM Signed: 6/9/2025 12:57:33 PM
Electronic Record and Signature Disclosure: Accepted: 6/9/2025 12:57:21 PM ID: e2d44738-e90c-4d5c-af57-5dd3e41cf9f3		
William E. Sexton wsexton@ocalafl.gov Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/9/2025 12:57:34 PM Viewed: 6/10/2025 10:55:35 AM Signed: 6/10/2025 10:56:28 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/10/2025 10:56:29 AM Viewed: 6/13/2025 8:30:47 AM Signed: 6/13/2025 8:30:54 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/13/2025 8:30:55 AM Viewed: 6/13/2025 8:32:44 AM Signed: 6/13/2025 8:32:57 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 6/13/2025 8:32:44 AM ID: a907c0ff-87ff-4877-8cfb-79501f6dab9d		

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	6/3/2025 10:41:30 AM
Envelope Updated	Security Checked	6/6/2025 9:42:52 AM
Certified Delivered	Security Checked	6/13/2025 8:32:44 AM
Signing Complete	Security Checked	6/13/2025 8:32:57 AM
Completed	Security Checked	6/13/2025 8:32:57 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Docusign Envelope ID: 1F5C5F46-00BD-4618-8B66-F7D5AE8F1F42

CONTRACT# OPD/250718

CaseGuard

CaseGuard, Inc.
855-255-9955
1700 N Moore St, Suite 1701
Arlington, VA 22209

Billed To
Daniel Del Visco
Ocala Police Department
402 S Pine Ave
Ocala, FL 34471

Date of Issue
05/28/2025

Due Date
06/27/2025

Invoice Number
CS1603025

Amount Due (USD)
$22,725.00

Description	Rate	Qty	Line Total
CaseGuard Studio Premium Plan 1 User License - Annual Subscription	$3,948.00	5	$19,740.00
Personalized Training	$199.00	15	$2,985.00

Subtotal	22,725.00
Tax	0.00
Total	22,725.00
Amount Paid	0.00
Amount Due (USD)	$22,725.00

Terms
Annual subscription charge (5 Premium Licenses) for CaseGuard Studio
Payment is due on June 27th annually.
Thank you.

Docusign Envelope ID: 1F5C5F46-00BD-4618-8B66-F7D5AE8F1F42

CONTRACT# OPD/250718

CaseGuard Studio

8526

FINALCOVER

1700 N Moore Street Suite 1701
Arlington, Virginia 22209

Created Date	5/13/2025
Expiration Date	7/31/2025
Quote Number	19801419

Prepared By	George Tsounos
Email	gtsounos@caseguard.com
Contact Name	Daniel Del Visco

C-250718

Bill To Name	Ocala Police Department (FL)
Bill To	402 S Pine Ave Ocala, FL 34471 USA

Proposed Solution: Premium Plan

We are thrilled to partner with your organization to revolutionize your redaction process. To meet your needs, we propose our all-in-one **Premium Plan** - a package designed for organizations seeking extraordinary speed, efficiency, and **automation** on redacting **unlimited** multi-media files such as Video/Image, Audio, and Documents.

- **Each premium license** includes unlimited video, audio, image, and document redaction plus 240 hours of automatic AI transcription/translation for audio or 48,000 pages of automatic AI document analysis.

Product	Sales Price	Quantity	Price Protection	Total
Premium Plan - Annual Subscription	$3,948.00	5.00	1 Year	$19,740.00
Personalized Training (Per Hour)	$199.00	15.00	1 Year	$2,985.00

Tax	$0.00
Estimated Total	$22,725.00

Overview *Attached Hereto

CaseGuard is committed to providing the most advanced media editing and redaction solution on the market, tailored to meet the dynamic needs of modern organizations. CaseGuard Studio, our secure, local desktop application has an intuitive interface, serving thousands of clients from various sectors- including law enforcement, healthcare, education, transportation, finance, and private enterprises- making us confident in our ability to deliver an unparalleled experience.

Unlimited Video and Image Redaction

- Manually and automatically redact all objects such as **faces, license plates, screens, and notepads** from still or shaky footage recorded using a body-worn cam, dash cam, or handheld cameras and images.
- Unredact one or more objects (face, license plate, etc).
- Track and redact any object in your video through "Object Tracking."
- Video and image editing tools and enhancements (cut, merge, drop segments).
- Merge videos taken from different cameras/angles into one video "Split Screen."
- Redact thousands of videos/images using the "Bulk Wizard."
- Define redaction watcher once, then drag-and-drop any video/image for automatic redaction.
- Automatic custom chain-of-custody reporting, including the Standard Report, Exemption log, Privilege log, Object detection log, and more.
- Collaborate with your team on redaction projects using the "Redaction Pool."

Audio Redaction - with Automatic Transcription and Translation

- Manually and automatically mute or bleep personally identifiable information (PII), such as **names, phone numbers, addresses, SSNs, payment information, and 33 other categories**, from any audio file.
- Identify and rename speakers.
- Automatically transcribe in over 100 languages and dialects.
- Automatically translate in over 74 languages.
- Provide automatic & manual closed captions.
- Create and apply a custom list of redactions using "List Analysis."
- Change voice to protect identities.

Docusign Envelope ID: 1F5C5F46-00BD-4618-8B66-F7D5AE8F1F42

- Audio editing tools (cut, merge, drop segments of audio).
- Noise removal & change volume.
- Redact thousands of audio files at once using the "Bulk Wizard."
- Define redaction watcher once, then drag and drop any audio file for automatic redaction.
- Automatic custom chain of custody reporting, including Standard Report, Exemption Log, Privilege log, and Analytics Report.
- Collaborate with your team on redaction projects using the "Redaction Pool."

Document Redaction

- Manually and automatically redact personally identifiable information (PII), such as **names, phone numbers, emails, addresses, SSNs, payment information, and more** from any document including but not limited to police reports, bank statements, medical documents, and FOIA requests.
- Find and Redact any word, sentence, or paragraph.
- Search and redact patterns like emails, social security numbers, zip codes, or credit card numbers with one click.
- Create a list of custom patterns, including but not limited to PII, to redact in a document.
- OCR in 10+ languages.
- AI Object Detection for checks, credit cards, and more.
- Create a block list to keep certain words unredacted.
- Anonymize thousands of resumes instantly.
- Edit any document by removing pages, extracting specific pages, merging files, and reordering pages.
- Create and apply a custom watermark.
- Create and save custom redaction templates, then apply them to thousands of similarly formatted documents (ex: medical forms)
- Implement Bates Stamping.
- Redact thousands of documents at once using the "Bulk Wizard."
- Define redaction watcher once, then drag and drop any document file for automatic redaction.
- Automatic custom chain of custody reporting, including Standard Report, Exemption Log, Privilege log, and Analytics Report.
- Collaborate with your team on redaction projects using the "Redaction Pool."

Client Testimonials

Spokane Police Department

Mike Snell | Police Records

My experience with CaseGuard started in March of 2017. They had been working with my agency since September of 2016, but I didn't come into the mix until March. We had a demonstration provided, and I was blown away. I remember thinking to myself "This can't *possibly* work that well – this is a demo, of course, they're going to show their software under ideal conditions!". They must have known what I was thinking, because we then used "real world" bodycam video's and we used videos with a variety of light levels, action levels, etc – and the software, while not perfect (nothing ever is) is at least 3-4x better than what I was using previously, for redaction.

For example - I was tasked to do "time trials" – how long it took to redact videos using the "old" method versus CaseGuard. CaseGuard is faster at the actual redacting process, more accurate, easier to use, and uses far fewer keystrokes, 100% of the time. (Now, think about the time saved, which is money saved, as well as "wear and tear" on the employee doing the redactions. 5000 separate keystrokes to redact a video, or 20? Which would you prefer?) Case in point - a video that took me 4 hours to redact using the "old" method, took me an hour and 5 minutes using CaseGuard.

This is just the tip of the iceberg. The folks I have been in contact with, are very responsive to requests for assistance, extremely knowledgeable, friendly, they have and continue to help me numerous times throughout this process. They are also willing to listen to customer ideas about how to make things better with the program.

I truly cannot possibly say enough good things about this product, and my experiences with them. I am thrilled with my agency choice to use CaseGuard, so if you are considering getting imaging software for your agency – please, don't hesitate to give me a call, or send me an email, and I'm happy to tell you my experiences in full detail and answer any "real world" questions you may have.

Wichita Police Department

Krissie Lagana

The practical and real-life uses of CaseGuard redaction software. I have had the pleasure of using CaseGuard for almost a year now. I found CaseGuard to be a major asset to our Police Department.

Redaction is a necessary tool that goes hand in hand with body-worn videos. I found myself struggling with the daunting task of redacting videos, as my only redaction tool was extremely time-consuming, inaccurate, and not user-friendly.

I began my journey researching what redaction software programs were available and were able to try demos from different companies. This gave me practical experience with different products. My favorite by far was CaseGuard. I found CaseGuard to be user-friendly. I didn't have to learn new terminology to use the system. I was able to quickly navigate myself through the software and started redacting right away. With CaseGuard I was able to quickly, efficiently, and accurately redact videos. I used the software to not only redact body camera video, but also surveillance videos.

Through my journey, I found myself using CaseGuard software to benefit the Police Department in ways other than redactions. Ultimately, solving crimes is one of the major functions of the Police Department. I was able to use the enhancement feature built into CaseGuard to assist our detectives in identifying individuals. CaseGuard, along with good detective work, has been able to solve crimes. As a department, we have been able to enhance facial features, tag and vehicle information, and tattoos. This list will continue to grow as the needs of the department present themselves.

Docusign Envelope ID: 1F5C5F46-00BD-4618-8B66-F7D5AE8F1F42

The customer service with CaseGuard is above any other company. I always get a hold of a knowledgeable staff member who is friendly and willing to go above and beyond to help me with my situation. Many situations I come across are situationally unique and I need someone who is knowledgeable to help me with my unique situation.

I am very proud to be a customer of CaseGuard. I look forward to growing and expanding with the company as it grows and evolves with body-worn cameras.

Notes
Maintenance, support, and upgrades for CaseGuard Studio are all included. All new features and enhancements will automatically be available for Premium members.

Terms
This proposal is valid for 90 days.

*Initial Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for the initial term set forth on the applicable Ordering Document ("Initial Term"), unless earlier terminated. Upon the expiration of the Initial Term, the Agreement may be renewed for an additional one (1) year periods (each "Renewal Term"), subject to mutual written agreement of the parties.

Quote Acceptance Information

Signature: DocuSigned by: Peter Lee
Name: Peter Lee
Title: City Manager
Date: 6/30/2025

Modifcations to Finaal Cover, LLC d/b/a CaseGuard Studio Terms and Conditions Approved By:

Signature: Signed by: George Tsounos
Print Name: George Tsounos
Date: 6/26/2025

Approved as to from and Legality:

Signed by: William E. Sexton
William E. Sexton, City Attorney

Docusign Envelope ID: 1F5C5F46-00BD-4618-8B66-F7D5AE8F1F42

***CITY CONTRACT PROVISIONS**

PUBLIC RECORDS. Case Guard Studio shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Case Guard Studio 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 Case Guard Studio 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 Case Guard Studio or keep and maintain public records required by the public agency to perform the service. If Case Guard Studio transfers all public records to the public agency upon completion of the contract, Case Guard Studio shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Case Guard Studio keeps and maintains public records upon completion of the contract, Case Guard Studio 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 CASE GUARD STUDIO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CASE GUARD STUDIO'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 Case Guard Studio without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

Certificate Of Completion

Envelope Id: 1F5C5F46-00BD-4618-8B66-F7D5AE8F1F42
Status: Completed
Subject: SIGNATURE - Agreement for CaseGuard Studio (5 Premium Licenses) Subscription (OPD/250718)
Source Envelope:
Document Pages: 5
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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

Record Tracking

Status: Original
6/26/2025 3:53:19 PM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
George Tsounos gtsounos@caseguard.com Security Level: Email, Account Authentication (None)	Signed by: George Tsounos 0C04B82E667F454... Signature Adoption: Pre-selected Style Using IP Address: 66.128.242.158	Sent: 6/26/2025 3:56:04 PM Viewed: 6/26/2025 3:58:17 PM Signed: 6/26/2025 3:58:49 PM
Electronic Record and Signature Disclosure: Accepted: 6/26/2025 3:58:17 PM ID: fc33be04-0aac-49e3-acfa-b02fb4342fb3		
William E. Sexton wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/26/2025 3:58:50 PM Viewed: 6/26/2025 4:02:19 PM Signed: 6/26/2025 4:03:16 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/26/2025 4:03:17 PM Viewed: 6/30/2025 10:54:38 AM Signed: 6/30/2025 10:55:00 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/26/2025 3:56:04 PM
Certified Delivered	Security Checked	6/30/2025 10:54:38 AM
Signing Complete	Security Checked	6/30/2025 10:55:00 AM
Completed	Security Checked	6/30/2025 10:55:00 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Docusign Envelope ID: 94C625B0-B01B-4CCE-9BDF-1A24BF5EBFC5

FIRST AMENDMENT TO AGREEMENT FOR ARTWORK LOAN AND DISPLAY

THIS FIRST AMENDMENT TO AGREEMENT FOR ARTWORK LOAN AND DISPLAY ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **TYREK STUDIVANT** ("Artist").

WHEREAS, on May 15, 2025, City and Artist entered into an Agreement for Artwork Loan and Display for the public display and sale of certain artwork, City of Ocala Contract No. GRM/250661 (the "Original Agreement"); and

WHEREAS, City and Artist now desire to amend the Original Agreement, specifically Exhibit A – Artwork, to update and reflect a modified selection of artwork to be displayed; and

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **RECITALS**. City and Artist hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Artist is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO EXHIBIT A – ARTWORK**. The document attached to the Original Agreement as Exhibit A – Artwork is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as **Amended Exhibit A – Artwork**.
4. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Artist:	Tyrek Studivant 7 Pecan Drive Ocala, FL, 34472 Phone: 352-454-6107 Email: tyvincitheartist@gmail.com
If to City of Ocala:	Daphne M. Robinson, Contracting Officer 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 Fax: 352-690-2025 Email: notices@ocalafl.gov
Copy to:	William E. Sexton Esq., City Attorney 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 Email: cityattorney@ocalafl.gov

Docusign Envelope ID: 94C625B0-B01B-4CCE-9BDF-1A24BF5EBFC5

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

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

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

IN WITNESS WHEREOF, the parties have executed this First Amendment on 6/30/2025.

ATTEST:

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

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by: Peter Lee
5BB28E162F2E4C2...

Peter Lee
City Manager

Approved as to form and legality:

Signed by: William E. Sexton
4A83ABBA8E004F3...

William E. Sexton, Esq.
City Attorney

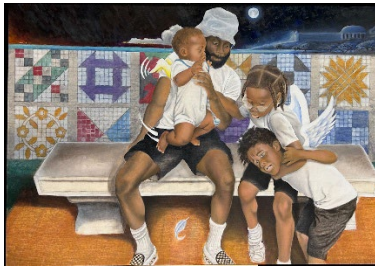
ARTIST

Signed by:
B7300879F02143D...

Tyrek Studivant

Docusign Envelope ID: 94C625B0-B01B-4CCE-9BDF-1A24BF5EBFC5

See Yourself As Moor / June 9, 2025 – December 16, 2025



(1)

Bet You're Wondering How I Got Here
Oil on panel
36"x24"
$40,000

(2)

Crowning the King
Oil on canvas
48"x36"
$15,000

(3)

Flying Through Spirit
Oil on canvas
36"x24"
$6,000

(4)

For the Dead Homies
Oil on canvas
12"x12"
$800

(5)

I Wanna Go Home
Oil on canvas
20"x16"
$20,000

Docusign Envelope ID: 94C625B0-B01B-4CCE-9BDF-1A24BF5EBFC5

See Yourself As Moor / June 9, 2025 – December 16, 2025

(6)

Playing With My Money is Like Playing With My Emotions
Oil on canvas
60”x48”
$15,000

(7)

See Yourself as Moor
Oil on canvas
48”x48”
$15,000

(8)

The Creator
Oil on panel
36”x24”
$15,000

(9)

The King
Mosaic
77”x48”
$50,000

(10)

The Return Home
Oil on canvas
26"x22"
$20,000

Docusign Envelope ID: 94C625B0-B01B-4CCE-9BDF-1A24BF5EBFC5

See Yourself As Moor / June 9, 2025 – December 16, 2025

(11)

WTH
Oil on canvas
20”x16”
$1,500

Certificate Of Completion

Envelope Id: 94C625B0-B01B-4CCE-9BDF-1A24BF5EBFC5
Status: Completed
Subject: SIGNATURE - First Amendment to Agreement for Artwork Loan and Display (GRM/250661)
Source Envelope:
Document Pages: 5
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

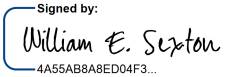
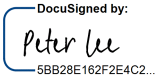
Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/13/2025 11:12:45 AM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
Tyrek Studivant tyvincitheartist@gmail.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/13/2025 11:25:42 AM ID: ef3e06e1-c7d1-4ece-91f0-d298ec26fd1a	Signed by: B7300679F02143D... Signature Adoption: Drawn on Device Using IP Address: 2601:883:c080:ac0:11c1:1024:faf8:3d73 Signed using mobile	Sent: 6/13/2025 11:14:54 AM Viewed: 6/13/2025 11:25:42 AM Signed: 6/18/2025 7:38:53 AM
William E. Sexton wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b	Signed by:  4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/18/2025 7:38:54 AM Viewed: 6/25/2025 4:06:49 PM Signed: 6/25/2025 4:07:18 PM
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/25/2025 4:07:20 PM Viewed: 6/30/2025 10:55:19 AM Signed: 6/30/2025 10:55:38 AM
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/30/2025 10:55:39 AM Viewed: 6/30/2025 11:21:48 AM Signed: 6/30/2025 11:22:01 AM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 6/30/2025 11:21:48 AM ID: a5d0fff6-bc85-4b18-a4db-0ed1ed194b9b		

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	6/13/2025 11:14:54 AM
Certified Delivered	Security Checked	6/30/2025 11:21:48 AM
Signing Complete	Security Checked	6/30/2025 11:22:01 AM
Completed	Security Checked	6/30/2025 11:22:01 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Docusign Envelope ID: F27D4106-84AC-49E9-88FD-BB20727E22AF

SECOND AMENDMENT TO AGREEMENT FOR COMPREHENSIVE JOB CLASSIFICATION AND COMPENSATION STUDY

THIS SECOND AMENDMENT TO THE AGREEMENT FOR COMPREHENSIVE JOB CLASSIFICATION AND COMPENSATION STUDY ("Second Amendment") is made by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PARILLA & ASSOCIATES, INC.**, a Florida for-profit corporation duly organized and authorized to do business in the State of Florida, (EIN: 65-0774989) ("Consultant").

R E C I T A L S :

WHEREAS, December 5, 2014, City issued an Invitation to Bid ("ITB") for the preparation of a one-time comprehensive classification and compensation study of its then existing employment positions and for the development of a comprehensive job classification system, ITB No.: HUM/14-005 (the "Solicitation");

WHEREAS, on February 3, 2015, Parilla & Associates, Inc. was awarded Contract No. HUM/14-005 to prepare a comprehensive classification and compensation study and to develop the City's comprehensive job classification system (the "Original Agreement");

WHEREAS, the City has since required ongoing specialized review of proposed job description modifications, annual refreshing of the compensation study, and other services related to the City's existing comprehensive job classification system;

WHEREAS, in or about October of 2020, Parilla & Associates, Inc., as the developer of the City's existing comprehensive job classification system was found by the City's Procurement and Contracting Officer to be uniquely familiar with the City's comprehensive job classification system and qualified to perform ongoing specialized review of proposed job description modifications, annual refreshing of the compensation study, and other related services;

WHEREAS, continuously since that time, the City has engaged Parilla & Associates, Inc., under Contract No. HUM/14-005 to provide ongoing specialized review of proposed job description modifications, annual refreshing of the compensation study, and other services related to the City's existing comprehensive job classification system;

WHEREAS, pursuant to the terms of the engagement, the parties may renew Contract No. HUM/14-005 upon the written consent of the City and Parilla & Associates, Inc.; and

WHEREAS, the City and Parilla & Associates, Inc., now desire to extend the engagement for an additional three-year term.

NOW THEREFORE, in consideration each of the foregoing recitals, all of which are incorporated herein by reference, and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Parilla & Associates, Inc., agree as follows:

Docusign Envelope ID: F27D4106-84AC-49E9-88FD-BB20727E22AF

T E R M S O F A G R E E M E N T :

1. **RECITALS.** City and Consultant hereby represent and warrant that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Contractor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **RENEWAL TERM**. The Original Agreement is hereby renewed for an additional three-year term beginning **FEBRUARY 1, 2025**, and terminating **JANUARY 31, 2028**. Thereafter, the Original Agreement may be extended for additional one-year terms by written consent between the City and Contractor.
4. **COMPENSATION.** City shall pay Consultant an amount no greater than **TWENTY THREE THOUSAND, THREE HUNDRED, AND NO/100 DOLLARS ($23,300)** (the "Contract Sum") over the course of the Renewal Term as full and complete compensation for the timely and satisfactory performance of services in compliance with **Exhibit A – Scope of Professional Services** and in accordance with the pricing and frequency detailed in **Exhibit B – Amended Method of Compensation**.
   A. **Invoice Submission.** Consultant shall submit invoices no more often than once per calendar month to City for professional services rendered during the preceding month. All invoices submitted by Consultant shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Consultant shall submit all invoices through the responsible City Project Manager (the "Project Manager") at: **City of Ocala Human Resources Department, Attn: Todd Swanson, 110 SE Watula Avenue, Third Floor, Ocala, Florida 34471, E-Mail: tswanson@ocalafl.gov**.
   B. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments shall be made no later than the time periods established in section 218.735, Florida Statutes.
   C. **Withholding of Payment**. City reserves the right to withhold, in whole or part, payment for any and all work that: (i) has not been completed by Archaeologist; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Consultant within **THIRTY (30)** days of Archaeologist's remedy or resolution of the inadequacy or defect.
   D. **Excess Funds**. If due to mistake or any other reason Consultant receives payment under this Agreement in excess of what is provided for by the Agreement, Consultant shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Consultant's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgment at the highest rate allowed by law.
   E. **Amounts Due to the City**. Consultant must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to the Contractor may be offset by any delinquent amounts due to the city or fees and/or charges owed to the City.

Docusign Envelope ID: F27D4106-84AC-49E9-88FD-BB20727E22AF

F. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Consultant be authorized to use City's Tax Exemption Number for securing materials listed herein.

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

If to Consultant:	Parilla & Associates, Inc. Ralph Parilla, President 570 NW 72nd Avenue Plantation, Florida 33317 Phone: (954) 587-7431 E-Mail: rmparillajr@aol.com
If to City of Ocala:	Daphne M. Robinson, Esq. – Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 Email: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq. – City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 Email: cityattorney@ocalafl.gov

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

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

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

Docusign Envelope ID: F27D4106-84AC-49E9-88FD-BB20727E22AF

IN WITNESS WHEREOF, the parties have executed this Second Amendment on 6/25/2025.

ATTEST:

DocuSigned by:
Angel B. Jacobs
F82769461C4E4E5...

Angel B. Jacobs
City Clerk

CITY OF OCALA:

DocuSigned by:
Christopher Watt
8C80B9F07388433...

Christopher Watt
Chief of Staff

Approved as to form and legality:

Signed by:
William E. Sexton
4A55AB8A8ED04F3...

William E. Sexton
Assistant City Attorney

PARILLA & ASSOCIATES

Signed by:
Ralph M. Parilla, Jr.
E7869704E3614A1...

Ralph Parilla, Jr.
President

Docusign Envelope ID: F27D4106-84AC-49E9-88FD-BB20727E22AF

EXHIBIT A – SCOPE OF PROFESSIONAL SERVICES

Consultant shall, in a satisfactory and proper manner as determined by the City, perform tasks necessary to complete the work as outlined below.

Communications Program:

Consultant shall provide City staff with an up-to-date understanding of the processes and work being performed by the Consultant, along with a comprehension of the ultimate outcomes anticipated by the City for this project.

Comprehensive Job Classification System:

Consultant has already developed a comprehensive job classification system for the City. This comprehensive job classification system has been designed to accommodate the City's need for a flexible, internally and externally equitable, defensible, and market sensitive system that can be easily administered for all current and future jobs within the City.

The job classification system:

- Provides clear distinctions in different job levels
- Promotes internal equity
- Establishes performance standards/job qualifications for all newly created job classifications
- Provides legally defensible classification specifications (ADA, FLSA, exempt/non-exempt, terminations, Workers' Compensation, grievances, etc.)
- Assigns classifications to pay ranges designed by the City that are both public sector and private sector labor market appropriate.

Consultant has trained Human Resources staff to maintain, enhance, and use the classification system to identify and consistently apply the system to modify any existing position of classification, or create a new position of classification scheme.

Compensation Philosophy and Competitive Job Compensation System:

The City has already accepted, adopted, and implemented Consultant's formal compensation philosophy. Consultant's formal compensation philosophy serves as the basis for the City's job compensation system and uses comparable employers for benchmarking to supplement the

Docusign Envelope ID: F27D4106-84AC-49E9-88FD-BB20727E22AF

City's future employee salary and benefit decisions in order to facilitate the retention and attraction of high performing staff members, while being financially sustainable.
Consultant has trained Human Resources staff to apply the compensation philosophy to maintain and enhance the adopted compensation system.

Monthly Services

Consultant will provide consulting services as needed to ensure the success of the foregoing programs. Consultant shall provide ongoing review of proposed job description changes, to include:

- On-call assistance
- Training of Human Resources staff to maintain the current compensation system
- Assigning job descriptions to appropriate salary ranges in connection with any addition or deletion of job qualifications.
- Classification of positions as either exempt or non-exempt
- Applying the classification system for existing positions of classification or new positions of classification consistently
- Assisting in the preparation of job descriptions
- Reviewing new or revised job descriptions
- Auditing selected positions
- Updating Compensation Administrative Guidelines
- Evaluating and making recommendations for new or updated job classifications

Consultant has trained Human Resources staff to maintain, enhance, and use the classification system to identify and consistently apply the system to modify any existing position of classification, or create a new position of classification scheme.

Annual Refresh of Compensation Study

This service may be requested annually by the City. Consultant will refresh the provided classification and compensation study to address any demographic changes in the City employee base, and for any industry updates.

Docusign Envelope ID: F27D4106-84AC-49E9-88FD-BB20727E22AF

EXHIBIT B – AMENDED METHOD OF COMPENSATION

PURPOSE

This Exhibit defines the method and limits of compensation to be made to the Consultant for the Professional Services set forth in **Exhibit A – Scope of Professional Services**.

COMPENSATION

For the satisfactory performance of services in compliance with the Contract Documents, Consultant shall be paid no more than **TWENTY THREE THOUSAND, THREE HUNDRED, AND NO/100 DOLLARS ($23,300)**, over the course of the Contract Term, as follows:

1. **Compensation for Monthly Services – February 1, 2025, through June 30, 2025**: City shall compensate Consultant for the provision of Monthly Services, as that term is defined in **Exhibit A – Scope of Professional Services**, at the flat monthly rate of **THREE HUNDRED AND NO/100 DOLLARS PER MONTH ($300.00/Month)** for all approved hours worked in compliance with the Contract Documents.
2. **Compensation for Monthly Services – July 1, 2025, through January 31, 2028**: City shall compensate Consultant for the provision of Monthly Services, as that term is defined in **Exhibit A – Scope of Professional Services**, at the flat monthly rate of **FIVE HUNDRED AND NO/100 DOLLARS PER MONTH ($500.00/Month)** for all approved hours worked in compliance with the Contract Documents
3. **Compensation for Annual Refresh of Compensation Study**: City shall pay Consultant for providing an annual refresh of the compensation study as requested and defined in Exhibit A – Scope of Professional Services, at the flat rate of **FIFTEEN THOUSAND AND NO/100 DOLLARS ($15,000)**.

INVOICING PROCEDURE:

1. Consultant shall submit invoices no more often than once per calendar month to City for all professional services rendered during the preceding month.
2. All invoices submitted by Consultant shall include the City Contract Number, an Invoice Date, the and an itemized statement depicting the number of hours worked and narrative description of the work performed.
3. Consultant shall submit the original invoice to City through the responsible City Project Manager at: **City of Ocala, Human Resources Department**, Attn: **Todd Swanson, 110 SE Watula Avenue, 3rd Floor, Ocala, Florida 34471**, E-Mail: **tswanson@ocalafl.gov**.

Docusign Envelope ID: F27D4106-84AC-49E9-88FD-BB20727E22AF

Parilla & Associates
Human Resources Consultants

June 24, 2025

Mr. Christopher J. Watt, Esq.
Chief of Staff
City of Ocala
110 SE Watula Avenue
Ocala, FL34471

Dear Chris,

I wanted to let you know that I would be happy to renew the current agreement between Parilla & Associates and the City of Ocala for another three years at the rate of $500 per month. If this is agreeable to you, please prepare a contract and send it to me for signature. Thank you.

Ralph M. Parilla, Jr.
President
Parilla & Associates

4.

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 19.0
CANCELS ORIGINAL SHEET NO. 19.0

APPLICATION FOR INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

TIER 1 - Ten (10) kW or Less
TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW
TIER 3 - Greater than 100 kW and Less Than or Equal to Two (2) MW

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net-metering customers located in the area served by the City of Ocala Electric Utility. Please refer to the Ocala Electric Utility Net-Metering Rate Schedule.

Ocala Electric Utility customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with the Ocala Electric Utility system are required to complete this application. When the completed application and fees are returned to Ocala Electric Utility, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained at Ocala Electric Utility, located at 201 SE 3rd Street, Ocala, Florida 34471, or may be requested by email from OEU@ocalafl.org.

1. Customer Information

Name: Justin C. Grammont

Mailing Address: 3221 SE 34th Street

City: Ocala State: FL Zip Code: 34471

Phone Number: 978-514-5049 Alternate Phone Number: _____

Email Address: justingrammont@yahoo.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 550490-207026

2. RGS Facility Information

Facility Location: 3221 Se 34th Street Ocala, Fl. 34471

Ocala Electric Utility Customer Account Number: 550490-207026

RGS Manufacturer: HD Hyundai Energy Solutions

Manufacturer's Address: 3 Corporate Park Suite 235
Irvine, Ca. 92606

Reference or Model Number: HiS-S410YH(BK) 13 Modules (410W)

Serial Number: ENPHASE IQ8MC-72-M-US Inverters (13)

(Continued on Sheet No.19.1)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

Existing 4.76kWac RGS-Adding a 4.53kWac-Total 9.29kWac

3. Facility Rating Information

Gross Power Rating: 4.53kWac ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Ocala Electric Utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: Solar PV

Anticipated In- Service Date: 4/30/25

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is $375 for Tier 2 and $750 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of the estimated costs of the study (to be determined at time of application) must be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility by the customer.

A. Documentation demonstrating that the installation complies with (or most current version at time of inspection approval):

1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 19.2)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 19.1)

FIRST REVISED SHEET NO. 19.2
CANCELS ORIGINAL SHEET NO. 19.2

B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified 3rd party testing company (not affiliated in any way with the manufacturer, vendor or installation contractor), for compliance with all required and applicable codes, standards, and interconnection study requirements, prior to setting of OEU metering equipment.

C. Proof of insurance in the amount of:
Tier 1 - $100,000.00
Tier 2 - $1,000,000.00
Tier 3 - $2,000,000.00

Customer

By: Justin C. Grammont Date: 4-30-25
(Print Name)

(Signature)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 30th day of April, 20 25, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter "FMPA"), the City of Ocala doing business as Ocala Electric Utility, a body politic (hereinafter "OEU"), and Justin C. Grammont, a retail electric customer of OEU (hereinafter "Customer").

Section 1. Recitals

1.01. OEU and Customer have executed OEU's Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which OEU has agreed to permit interconnection of Customer's renewable generation to OEU's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to OEU's electric distribution system;

1.02. The City of Ocala and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU's electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU's electric customers interconnected to OEU's electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the OEU electric distribution system until Customer has executed OEU's electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions

OEU requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEU shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEU's electric distribution system.

(Continued on Sheet No. 20.1)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.0)

FIRST REVISED SHEET NO. 20.1
CANCELS ORIGINAL SHEET NO. 20.1

Section 3. Metering

3.01 In accordance with the OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation, OEU shall install metering equipment at the point of delivery capable of recording two separate kWh meter readings: (1) the flow of electricity from OEU to the Customer (Delivered), and (2) the flow of excess electricity from the Customer to OEU. OEU shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset Customer's demand for OEU's electricity. All electric power and energy delivered by OEU to Customer shall be received and paid for by Customer to OEU (Received) pursuant to the terms, conditions and rates of the OEU otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the OEU Electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to the OEU electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from OEU.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by OEU to the Customer in accordance with the OEU Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

4.04. FMPA and OEU shall not be required to purchase or receive excess customer-owned renewable generation, and may require Customer to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any OEU equipment or part of OEU's system; or (b) if either FMPA or OEU determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

4.05. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU electric system.

Section 5. Renewable Energy Credits

5.01. Customer shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to OEU electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer-owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the Customer for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the Customer's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by OEU or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

(Continued on Sheet No. 20.3)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02 Amendment. It is understood and agreed that FMPA and OEU reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and OEU may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event, FMPA and OEU will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and OEU, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Marion County, Florida, or the United States District Court sitting in Marion County, Florida, as appropriate.

(Continued on Sheet No. 20.4)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

(Continued from Sheet No. 20.3)

7.05. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.06. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, OEU, and Customer and no right nor shall any cause of action accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, OEU, or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, OEU, and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by either FMPA or OEU of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

(Continued on Sheet No. 20.5)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.4)

FIRST REVISED SHEET NO. 20.5
CANCELS ORIGINAL SHEET NO. 20.5

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility

By: Signed by: Janice Mitchell 55198B43858A4E1...
Title: CFO
Date: 6/27/2025

Florida Municipal Power Agency

By: DocuSigned by: 087F58EBB34B474...
Title: Chief Sys Ops & Tech Officer
Date: 6/27/2025

Customer

By: Justin C. Grammont Date: 4-30-25
(Print Name)
(Signature)

Customer's City of Ocala Electric Utility Account Number: 550490-207026

Approved as to form and legality:

Signed by: William E. Sexton 4A5C6B8A8BED04F3...
William E. Sexton, Esq.
City Attorney

(Continued on Sheet No. 20.6)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

Tri-Party Net-Metering Power Purchase Agreement
Schedule A

I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

a) FMPA shall pay OEU for the excess kWh energy delivered by customer-owned renewable generation to OEU's electric system. Every month, OEU shall determine the total kWh of customer-owned renewable generation that is delivered to OEU's electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to OEU in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

ARP Renewable Generation Credit = Quarterly Energy Rate * Monthly kWh of excess customer-owned renewable generation

Quarterly Energy Rate = 3 month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.

b) As part of the monthly bill adjustment, FMPA will also increase OEU's kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto OEU's electric system has been purchased by FMPA, but will remain on OEU's electric system and be used by OEU to meet its other customers' electric needs. As a result, OEU's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to OEU.

II. Payment for Unused Excess Energy Credits

a) Monthly excess energy credits shall accumulate and be used to offset the Customer's following month energy consumption bill for a period of not more than twelve (12) months.

b) At the end of each calendar year, OEU shall pay the Customer for any unused excess energy credits in accordance with the OEU Electric Net-Metering Service Rate Schedule.

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 30th day of April, 20 25, by and between Justin C. Grammont, (hereinafter called "**Customer**"), located at 3221 SE 34th Street in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereinafter called OEU), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 3221 Se 34th Street Ocala, Fl. 34471.

WITNESSETH

Whereas, a Tier 1 Renewable Generation System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than ten (10) kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, OEU operates an electric system serving the City of Ocala; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU' electrical supply grid at the location identified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU' ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, the OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

(Continued on Sheet No. 21.1)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.0)

FIRST REVISED SHEET NO. 21.1
CANCELS ORIGINAL SHEET NO. 21.1

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and the City of Ocala Electric Utility (OEU).

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with OEU's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify OEU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the ten kilowatt (10 kW) limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above two megawatts (2MW).

4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU calculated distribution service rating at the Customer's location (including shared electric facilities). If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached. OEU will not allow a RGS GPR greater than required to offset the customer's annual kWh energy consumption (based on customer's historical consumption data or by means of estimated usage of similar type of service as determined by OEU).

5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.

6. The Customer shall fully comply with OEU's Design Standards following NEC standards as those documents may be amended or revised by OUS from time to time.

7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version at time of inspection approval):

a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources.*
d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
e. The manufacturer's installation, operation and maintenance instructions.

(Continued to Sheet No. 21.2)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 21.2
CANCELS ORIGINAL SHEET NO. 21.2

(Continued from Sheet No. 21.1)

8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than OEU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to OEU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to OEU.

10. Prior to commencing parallel operation with OEU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to OEU.

11. The Customer agrees to permit OEU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide OEU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet OEU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to OEU advising of the date and time at which Customer intends to place the system in service, and OEU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 21.3)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes an OEU interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU's electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If Customer adds another RGS that (i) utilizes the same OEU interactive inverter for both systems, or (ii) utilizes a separate OEU interactive inverter for each system, Customer shall provide OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU' systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on OEU system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of OEU system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to OEU's system, such that back feed from the customer-owned renewable generation system to OEU's system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

(Continued on Sheet No. 21.4)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by OEU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to OEU at least thirty (30) calendar days prior to beginning parallel operations with OEU's electric system, subject to the requirements of Section 18, below, and within one (1) year after OEU executes this Agreement.

18. Once OEU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to an OEU representative, OEU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. OEU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars ($100,000.00).

20. OEU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by OEU to Customer, and measure the energy delivered by Customer to OEU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to OEU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide OEU with a copy of the local building code official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 21.5)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

23. In no event shall any statement, representation, or lack thereof, either express or implied, by OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OEU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, OEU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. OEU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from OEU' electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. OEU system emergencies, forced outages, uncontrollable forces or compliance with prudent electric OEU practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on OEU's system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical affects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OEU.
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
f. When the Customer fails to make any payments due to OEU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, OEU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from OEU's electric supply system, notify OEU that the isolation is complete, and coordinate with OEU for return of OEU's lock.

(Continued to Sheet No. 21.6)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

(Continued from Sheet No. 21.5)

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.
b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

(Continued on Sheet No. 21.7)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Marion County, Florida, and OEU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of OEU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEU, including OEU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. OEU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, OEU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement, which complies with the amended statutes/rules.

(Continued on Sheet No. 21.8)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

32. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the OEU's Net-Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU system.

33. This Agreement is solely for the benefit of OEU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than OEU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon OEU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by OEU of the sovereign immunity applicable to OEU as established by Florida Statutes, 768.28.

(Continued on Sheet No. 21.9)

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.8)

FIRST REVISED SHEET NO. 21.9
CANCELS ORIGINAL SHEET NO. 21.9

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility:

By: Signed by: Janice Mitchell 55198B43858A4E1...

Title: CFO

Date: 6/27/2025

Customer:

By: Justin C. Grammont
(Print Name)

(Signature)

Date: 4-30-25

City of Ocala Electric Utility Account Number:

550490-207026

Approved as to form and legality:

Signed by: William E. Sexton A4E5A9BABED04F3...

William E. Sexton, Esq.
City Attorney

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

CONTRACT# ELE/250762

Policy Declarations

Policy Type: Dwelling Fire Dwelling Owner DF3 DO
Policy Number: P000838333
Policy Effective Date: 07/18/2024 12:01 AM
Policy Expiration Date: 07/18/2025 12:01 AM
Date Printed: 05/29/2024

Security First Insurance Company

P.O. BOX 105651
ATLANTA, GA 30348-5651

Agent Contact Information

DREW DITTY AGENCY, INC.
DREW DITTY
2201 SE 30th Ave Ste 401
Ocala, FL 34471-7500

Email: JeneeNix@allstate.com
Phone: (352) 732-9632

Agency ID: X03004 **Agent License #:** A069231

Premium Information

Total Premium Amount: $4,667.95

Hurricane Premium: $965.00
Non-Hurricane Premium: $3,630.00
Total Policy Premium before Fees: $4,595.00
Total Policy Fees: $72.95
See additional premium detail on page 2

Named Insured(s)

Named Insured: Justin Grammont
Mailing Address: 3221 SE 34TH ST, OCALA, FL 34471-6963
Email Address: justingrammont@yahoo.com Phone: (978) 514-5049

Coverage Information

COVERAGE IS PROVIDED WHERE A PREMIUM OR LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE

Insured Property Location 3221 SE 34TH ST, OCALA, FL 34471-6963 County: MARION

Property Coverages	Limit	Premium
Coverage A (Dwelling)	$244,000	$3,129.00
Coverage B (Other Structures)	$24,400	Included
Coverage C (Personal Property)	$60,000	$847.00
Coverage D & E (Fair Rental Value & Additional Living Expense)	$24,400	Included
Liability Coverages		
Coverage L (Personal Liability)	$100,000	$60.00
Coverage M (Medical Payments to Others)	$1,000	Included
	Amount	
All Other Perils Deductible	$1,000	
Hurricane Deductible	**$4,880(2% of Cov A)**	
Water Deductible	$1,000	

© Security First Insurance Company

TRA2-D-000699/000425 VC3TYN S1-EF-M1-C00002

1462
Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

WIRE TAG #	WIRE FROM --	CONDUIT (TBD ON SITE)	WIRE QTY	WIRE GAUGE	WIRE RATING	GRND SIZE	GRND WIRE TYPE
1	ARRAY TO JUNCTION BOX	TRUNK CABLE	4	#12	TRUNK CABLE	#6 OR #8	SBC
2	JUNCTION BOX TO COMBINER PANEL	MIN 3/4" CONDUIT	4	#10	THHN	#8	THWN-2
3A	COMBINER PANEL TO ACD #1	MIN 3/4" CONDUIT	3	#10	THHN	#8	THWN-2
3B	ACD #1 TO ACD #2	MIN 3/4" CONDUIT	3	#10	THHN	#8	THWN-2
4	ACD TO MAIN SERVICE PANEL	MIN 3/4" CONDUIT	3	#6	THHN	N/A	N/A
5	SERVICE WIRES	MIN 1.25" CONDUIT	3	#1	THHN	N/A	N/A
E	EXISTING WIRES	-	-	-	-	-	-

SYSTEM DATA

# STRINGS:	2
LARGEST STRING:	7
TOTAL MODULES:	13
TOTAL INVERTERS:	13
SYSTEM RATINGS:	5,330W DC STC
TOTAL AC OUPUT:	17.29A

MICROINVERTER CALCULATIONS	INVERTER QTY		NOC		NECS	STRING AMPS	OCP	WIRE GAUGE
MAXIMUM STRING OUTPUT	7	x	1.33A	x	1.25	= 11.64A	20A	#10
TOTAL OUTPUT	13	x	1.33A	x	1.25	= 21.61A	30A	#10

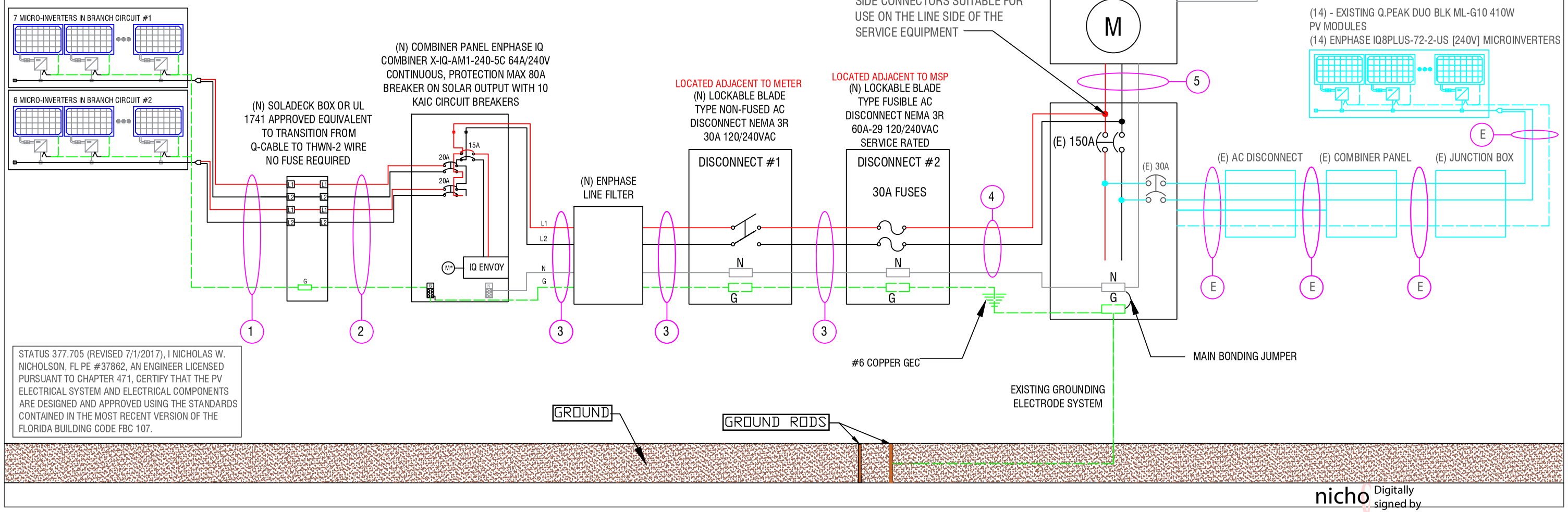
ENPHASE Q CABLE TO BE ATTACHED TO RAIL
MIN. 3-1/2" ABOVE ROOF SURFACE

GROUNDING CONDUCTOR TO BE PROTECTED #8 AWG OR TO BE UNPROTECTED #6 AWG
250.64(B) 250.66 & 250.120(C)

(13) - HYUNDAI HiS-S410YH(BK) PV MODULES
(13) ENPHASE IQ8MC-72-M-US [240V] MICROINVERTERS
240VAC, 1.33A MAX
CEC WEIGHTED EFFICIENCY 97.0%
NEMA 4R, UL LISTED, INTERNAL GFDI

Plans have not been reviewed for Electrical.

All Electrical work to be field verified.



STATUS 377.705 (REVISED 7/1/2017), I NICHOLAS W. NICHOLSON, FL PE #37862, AN ENGINEER LICENSED PURSUANT TO CHAPTER 471, CERTIFY THAT THE PV ELECTRICAL SYSTEM AND ELECTRICAL COMPONENTS ARE DESIGNED AND APPROVED USING THE STANDARDS CONTAINED IN THE MOST RECENT VERSION OF THE FLORIDA BUILDING CODE FBC 107.

SOLARIA SOLAR AND ROOFING
3144 JOHN YOUNG PKWY
ORLANDO, FL 32804
PHONE: 321-234-9000
LIC #: EC 13011137

REVISIONS

DESCRIPTION	DATE	REV

PROJECT NAME: JUSTIN GRAMMONT

PROJECT ADDRESS: 3221 SE 34TH ST, OCALA, FL 34471

SHEET NAME: 3-LINE DIAGRAM

SHEET NUMBER: E-01

SHEET SIZE: ANSI B 11"x17"

NICHOLAS WILLIAM NICHOLSON LICENSE No. 37862 STATE OF FLORIDA PROFESSIONAL ENGINEER

nicholas w nicholson
Digitally signed by nicholas w nicholson
Date: 2025.03.24 10:21:10 -04'00'

CONTRACT# ELE/250762

1493
Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

GENERAL INSTALLATION PLAN NOTES:

1. ROOF ATTACHMENTS SHALL BE INSTALLED AS SHOWN IN SHEET S-01 AND AS FOLLOWS FOR EACH WIND ZONE.

WIND ZONE 1: 6'-0" O.C.
WIND ZONE 2: 6'-0" O.C.
WIND ZONE 3: 6'-0" O.C.

THE PERIMETER WIDTH OF WIND UPLIFT ZONES IS 3 FT

SYSTEM LEGEND

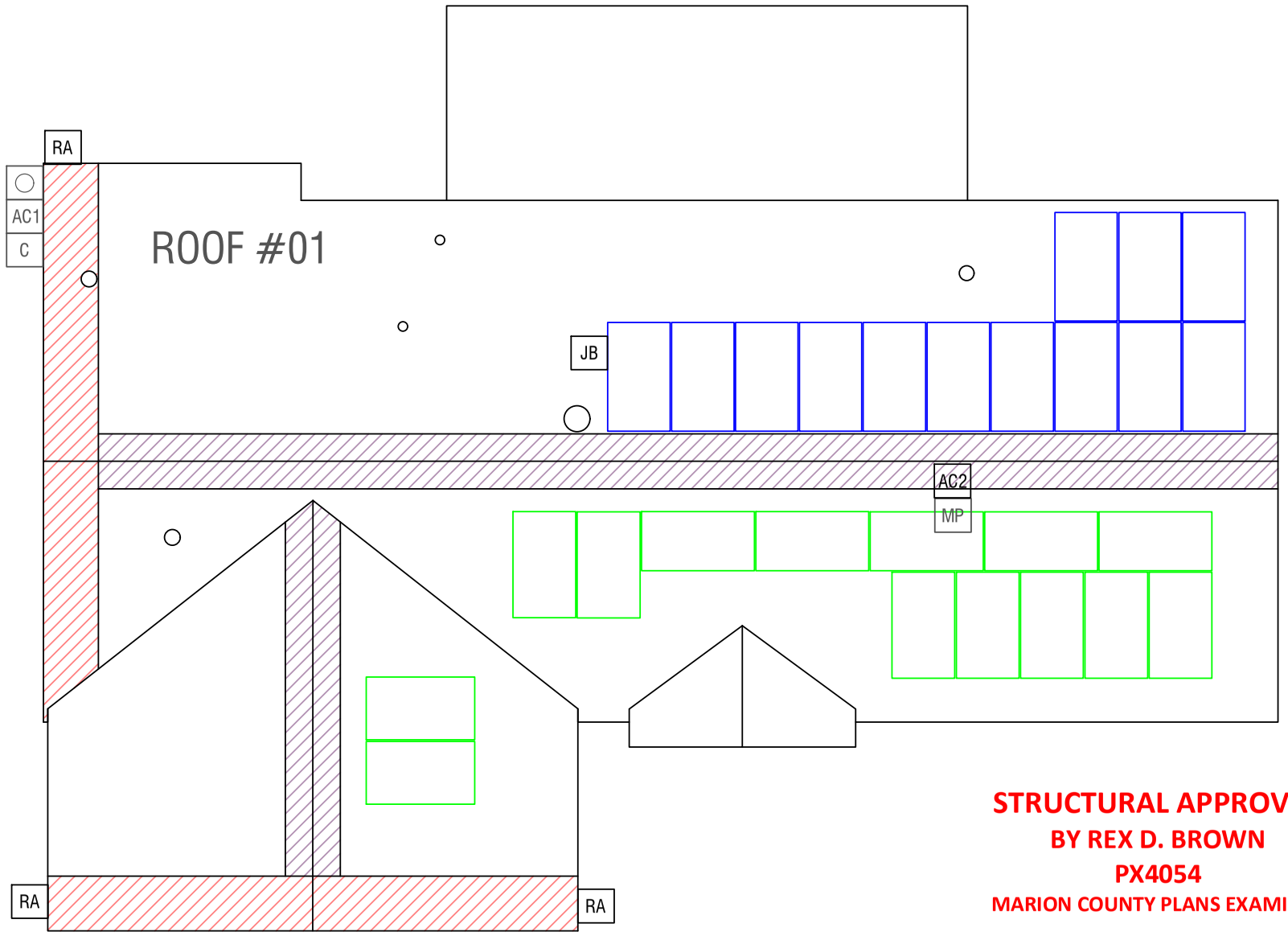
- ◯ EXISTING UTILITY METER
- MP EXISTING MAIN SERVICE PANEL
- C NEW DEDICATED PV SYSTEM COMBINER PANEL.
- JB NEW JUNCTION BOX.
- AC1 NEW PHOTOVOLTAIC UTILITY DISCONNECT SWITCH. LOCATED WITHIN 10' OF METER.
- RA ROOF ACCESS POINT
- AC2 NEW PHOTOVOLTAIC UTILITY DISCONNECT SWITCH. LOCATED WITHIN 10' OF MSP.
- 13 NEW HYUNDAI HiS-S410YH(BK) MODULES WITH NEW 13 - ENPHASE IQ8MC-72-M-US [240V] INVERTERS, MOUNTED ON THE BACK OF EACH MODULE
- 14 EXISTING Q.PEAK DUO BLK ML-610+ 410W MODULES

□◯ = ROOF OBSTRUCTIONS
= 36" FIRE PATHWAY
= 18" FIRE PATHWAY

ROOF SECTIONS

ROOF #01

MODULE: 13
SLOPE: 21°
AZIMUTH: 359°
MATERIAL: COMPOSITION SHINGLES
RAFTER SIZE: 2"X4" @ 24 O.C.
AREA OF MODULES: 279.46 FT²



STRUCTURAL APPROVAL
BY REX D. BROWN
PX4054
MARION COUNTY PLANS EXAMINER

FRONT OF HOME

SE 34TH STREET

GENERAL NOTES FIRE SAFETY NOTES:

ROOF ACCESS POINTS SHALL BE DEFINED AS AREAS WHERE FIRE DEPARTMENT LADDERS ARE NOT PLACED OVER OPENINGS (WINDOWS OR DOORS), ARE LOCATED AT STRONG POINTS OF BUILDING CONSTRUCTION, AND ARE IN LOCATIONS WHERE THEY WILL NOT CONFLICT WITH OVERHEAD OBSTRUCTIONS (TREE LIMBS, WIRES, OR SIGNS). (NFPA 1 11.12.2.2.1.3)

· PHOTOVOLTAIC MODULES SHALL BE LOCATED IN A MANNER THAT PROVIDES TWO 3 FT WIDE ACCESS PATHWAYS FROM THE EAVE TO THE RIDGE ON EACH ROOF SLOPE WHERE THE MODULES ARE LOCATED. (NFPA 1 11.10.2.2.2.1.2)

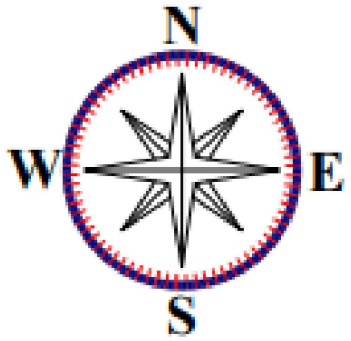
· FIRST RESPONDER ACCESS WILL BE A MINIMUM OF 36" UNOBSTRUCTED (PER 2021 IRC, SECTION R324)

· MEET ALL REQUIREMENTS OF FLORIDA FIRE PREVENTION CODE 2021 & ALL REQUIREMENTS OF 2021 EDITIONS OF NFPA-1 AND NFPA-10.

· PHOTOVOLTAIC MODULES SHALL BE LOCATED NO LESS THAN 3 FT BELOW THE RIDGE. (NFPA 1 11.10.2.2.2.2)
· THIS SYSTEM UTILIZES MICROINVERTERS. THERE ARE NO DC CIRCUITS OUTSIDE OF THE ARRAY PERIMETER OR INSIDE THE BUILDING.

· CABLES, WHEN RUN BETWEEN ARRAYS, SHALL BE ENCLOSED IN CONDUIT.

TOTAL PLAN AREA OF ROOF: 2,702.34 FT²
TOTAL AREA OF MODULES: 575.35 FT²
MODULE COVERAGE: 21.29%



SOLARIA SOLAR AND ROOFING
3144 JOHN YOUNG PKWY
ORLANDO, FL 32804
PHONE: 321-234-9000
LIC #: EC 13011137

REVISIONS

DESCRIPTION	DATE	REV

PROJECT NAME: JUSTIN GRAMMONT

PROJECT ADDRESS: 3221 SE 34TH ST, OCALA, FL 34471

SHEET NAME: SITE PLAN

SHEET NUMBER: A-01

SHEET SIZE: ANSI B 11"x17"

NICHOLAS WILLIAM NICHOLSON LICENSE No. 37862 STATE OF FLORIDA PROFESSIONAL ENGINEER

nicholas w nicholson
Digitally signed by nicholas w nicholson
Date: 2025.03.24 10:20:40 -04'00'

CONTRACT# ELE/250762

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

ENPHASE.

CONTRACT# ELE/250762

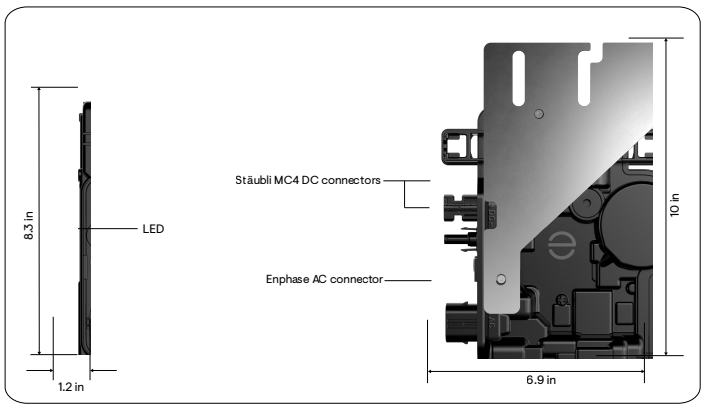
NORTH AMERICA | DATA SHEET

IQ8MC Microinverter

Our newest IQ8 Series Microinverters[1, 2, 3] are the industry's first microgrid-forming[4], software-defined microinverters with split-phase power conversion capability to convert DC power to AC power efficiently.

UL CERTIFIED

Key specifications	IQ8MC-72-M-US @240 VAC	IQ8MC-72-M-US @208 VAC
Peak output power	330 VA	315 VA
Nominal grid voltage (L-L)	240 V split-phase (L-L), 180°	208 V single-phase (L-L), 120°
Nominal frequency	60 Hz	60 Hz
CEC weighted efficiency	97%	96.5%
Maximum input DC voltage	60 V	60 V
MPPT voltage range	25–45 V	25–45 V
Maximum module I_{sc}	20 A	20 A
Ambient temperature range	–40°C to 65°C (–40°F to 149°F)	



Simple

- Lightweight and compact with plug-and-play connectors
- Power line communication (PLC) between components
- Faster installation with simple two-wire cabling

Reliable

- Produces power even when the grid is down[4]
- More than one million cumulative hours of testing
- Industry-leading limited warranty of up to 25 years
- Class II double-insulated enclosure
- Optimized for the latest high-powered PV modules

Microgrid-forming

- Complies with the latest advanced grid support
- Remote automatic updates for the latest grid requirements
- Configurable to support a wide range of grid profiles
- Meets CA Rule 21 (UL 1741-SA) and IEEE 1547:2018 (UL 1741-SB 3rd Ed.)

nicholas w nicholson

Digitally signed by nicholas w nicholson
Date: 2025.03.24 10:22:12 -04'00'

[1] IQ8 Series Microinverters can be added to existing IQ7 systems on the same IQ Gateway only in the following grid-tied configurations: Solar Only or Solar + Battery (IQ Battery 3T/10T and IQ Battery 5P) without backup.
[2] IQ7 Series Microinverters cannot be added to a site with existing IQ8 Series Microinverters on the same gateway. Mixed system of IQ7 and IQ8 will not support IQ8-specific PCS features and grid-forming capabilities.
[3] IQ Microinverters ship with default settings that meet North America's IEEE 1547 interconnection standard requirements. Region-specific adjustments may be requested by an Authority Having Jurisdiction (AHJ) or utility representative, according to the IEEE 1547 interconnection standard. Use an IQ Gateway to make these changes during installation.
[4] Meets UL 1741 only when installed with IQ System Controller 2 or 3.

© 2024 Enphase Energy. All rights reserved. Enphase, the e and CC logos, IQ, and certain other marks listed at https://enphase.com/trademark-usage-guidelines are trademarks of Enphase Energy, Inc. in the U.S. and other countries. Data subject to change.

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

Input data (DC)	Units	IQ8MC-72-M-US
Commonly used module pairings[5]	W	260–460
Module compatibility	—	To meet compatibility, PV modules must be within the following max. input DC voltage and max. module I_{sc}. Module compatibility can be checked at https://enphase.com/installers/microinverters/calculator.
MPPT voltage range	V	25–45
Operating range	V	18–58
Min./Max. start voltage	V	22/58
Max. input DC voltage	V	60
Max. continuous operating DC current	A	14
Max. input DC short-circuit current	A	25
Max. module I_{sc}	A	20
Overvoltage class DC port	—	II
DC port backfeed current	mA	0
PV array configuration	—	Ungrounded array; no additional DC side protection required; AC side protection requires a maximum of 20 A per branch circuit.

Output data (AC)	Units	IQ8MC-72-M-US @240 VAC	IQ8MC-72-M-US @208 VAC
Peak output power	VA	330	315
Max. continuous output power	VA	320	310
Nominal grid voltage (L-L)	V	240, split-phase (L-L), 180°	208, single-phase (L-L), 120°
Min./Max. grid voltage[6]	V	211–264	183–229
Max. continuous output current	A	1.33	1.49
Nominal frequency	Hz	60	
Extended frequency range	Hz	47–68	
AC short-circuit fault current over three cycles	Arms	2.70	
Max. units per 20 A (L-L) branch circuit[7]	—	12	10
Total harmonic distortion	%	<5	
Overvoltage class AC port	—	III	
AC port backfeed current	mA	18	
Power factor setting	—	1.0	
Grid-tied power factor (adjustable)	—	0.85 leading ... 0.85 lagging	
Peak efficiency	%	97.4	97.2
CEC weighted efficiency	%	97.0	96.5
Nighttime power consumption	mW	33	25

Mechanical data	IQ8MC-72-M-US
Ambient temperature range	–40°C to 65°C (–40°F to 149°F)
Relative humidity range	4% to 100% (condensing)

nicholas w nicholson
Digitally signed by nicholas w nicholson
Date: 2025.03.24 10:22:23 -04'00'

[5] No enforced DC/AC ratio.
[6] Nominal voltage range can be extended beyond nominal if required by the utility.
[7] Limits may vary. Refer to local requirements to define the number of microinverters per branch in your area.

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

Mechanical data	IQ8MC-72-M-US
DC connector type	Stäubli MC4
Dimensions (H × W × D); Weight	212 mm (8.3") × 175 mm (6.9") × 30.2 mm (1.2"); 1.1 kg (2.43 lb)
Cooling	Natural convection – no fans
Approved for wet locations; Pollution degree	Yes; PD3
Enclosure	Class II double-insulated, corrosion-resistant polymeric enclosure
Environ. category; UV exposure rating	NEMA Type 6; outdoor

Compliance	IQ8MC-72-M-US
Certifications	CA Rule 21 (UL 1741-SA), UL 62109-1, IEEE 1547:2018 (UL 1741-SB 3rd Ed.), FCC Part 15 Class B, ICES-0003 Class B, CAN/CSA-C22.2 NO. 107.1-01. This product is UL Listed as PV rapid shutdown equipment and conforms with NEC 2014, NEC 2017, NEC 2020, and NEC 2023 section 690.12 and C22.1-2018 Rule 64-218 rapid shutdown of PV systems for AC and DC conductors when installed according to the manufacturer's instructions.

nicholas w nicholson
Digitally signed by nicholas w nicholson
Date: 2025.03.24 10:22:32 -04'00'

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

CONTRACT# ELE/250762

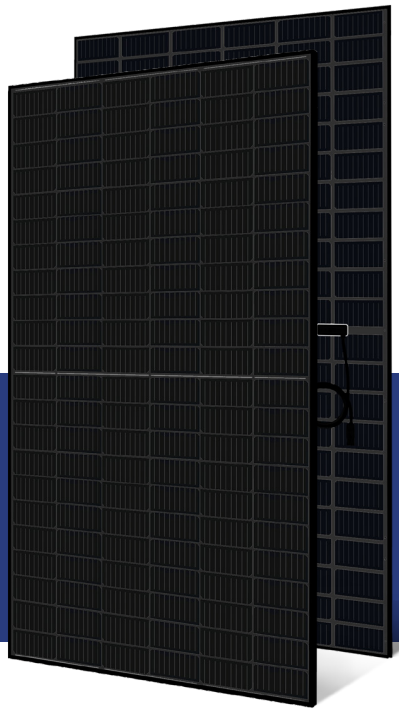
HD HYUNDAI SOLAR MODULE

25 YR WARRANTY
Product & Performance

YH SERIES

Dual Black Max

HiS-S400YH(BK) HiS-S405YH(BK) HiS-S410YH(BK)



- Bifacial Cells 132
- More Power Generation In Low Light
- All black Module For Sleek Design (Black Meshed T-Backsheet)
- Hyundai Cell

Maximized Power Generation

Increased total power output through capturing light from both the front and back of Bifacial solar modules. Back side power gain up to 25% of the front output depending on PV system design.

Half-Cut & Multi-Wire Technology

9 Wires

Improved current flow with half-cut technology and 9 thin wiring technology allows high module efficiency of up to 20.5%. It also reduces power generation loss due to micro-cracks.

Anti-LID / PID

Both LID(Light Induced Degradation) and PID(Potential Induced Degradation) are significantly reduced to ensure higher actual yield during lifetime.

Mechanical Strength

Tempered glass and reinforced frame design withstand rigorous weather conditions such as heavy snow(5,400Pa) and strong wind(5,400Pa).

UL / VDE Test Labs

HD Hyundai's R&D center is an accredited test laboratory of both UL and VDE.

Reliable Warranty

HYUNDAI

Global brand with powerful financial strength provide reliable 25-year warranty.

Hyundai's Warranty Provisions

25 YEARS
- 25-Year Product Warranty
  - Materials and workmanship

25 YEARS
- 25-Year Performance Warranty
  - Initial year : 98.0%
  - Linear warranty after second year: with 0.54%p annual degradation, 85.0% is guaranteed up to 25 years

About HD Hyundai Energy Solutions

Established in 1972, HD Hyundai Group is one of the most trusted names in the heavy industries sector and is a Fortune 500 company. As a global leader and innovator, HD Hyundai is committed to building a future growth engine by developing and investing heavily in the field of renewable energy.

As a core energy business entity of HD, HD Hyundai Energy Solutions has strong pride in providing high-quality PV products to more than 3,000 customers worldwide.

Certification

US LISTED E325005

·UL61730 certified by UL, Type 1(for Fire Class A)

nicholas w nicholson
Digitally signed by nicholas w nicholson
Date: 2025.03.24 10:21:48 -04'00'

PREMIUM
MADE IN SOUTH KOREA
Cell & Module

Docusign Envelope ID: E9963D3F-F0C2-4F73-9374-128B010EEBAE

Electrical Characteristics

		Mono-Crystalline Type(HiS-S____YH(BK))		
		400	405	410
Nominal Output (Pmpp)	W	400	405	410
Open Circuit Voltage (Voc)	V	45.3	45.6	45.9
Short Circuit Current (Isc)	A	11.25	11.33	11.40
Voltage at Pmax (Vmpp)	V	37.7	37.9	38.1
Current at Pmax (Impp)	A	10.61	10.69	10.76
Module Efficiency	%	20.0	20.3	20.5
Cell Type	-	Mono crystalline, 9busbar		
Maximum System Voltage	V	1,500		
Temperature Coefficient of Pmax	%/K	-0.347		
Temperature Coefficient of Voc	%/K	-0.268		
Temperature Coefficient of Isc	%/K	+0.032		

*All data at STC / Measurement tolerances Pmpp ±3%; Isc ; Voc ±3%. Above data may be changed without prior notice.

Additional Power Gain from rear side		400	405	410
5%	W	415	425	431
15%	W	454	466	472
25%	W	494	506	513

Mechanical Characteristics

Dimensions	75.7 in (L) x 40.9 in (W) x 1.3 in (H) (1,924mm x 1,038mm x 32mm)
Weight	Approx. 46.5 lbs (21.1 kg)
Solar Cells	132 half cut bifacial cells (2 parallel x 66 half cells in series)
Output Cables	Cable : 47.2 in (1,200mm) / 4mm^2 Connector : MC4 genuine connector
Junction Box	IP68, weatherproof, IEC certified (UL listed)
Bypass Diodes	3 bypass diodes to prevent power decrease by partial shade
Construction	Front : 3.2mm, High Transmission, AR Coated Tempered Glass Encapsulant : EVA I Back Sheet : Black Meshed Transparent Backsheet
Frame	Anodized aluminum alloy type 6063

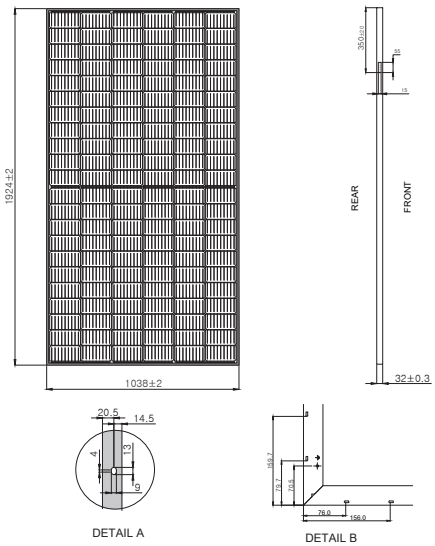
Installation Safety Guide

- Only qualified personnel should install or perform maintenance.
- Be aware of dangerous high DC voltage.
- Do not damage or scratch the rear surface of the module.
- Do not handle or install modules when they are wet.

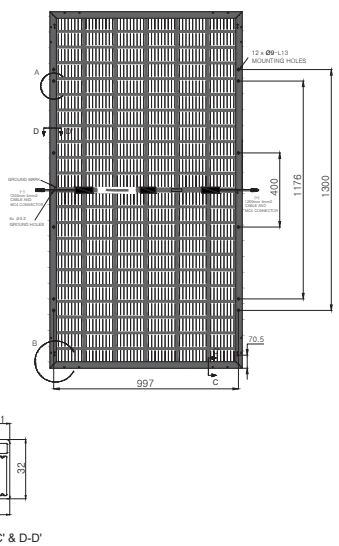
Nominal Operating Cell Temperature	113.9°F ± 3.6°F (45.5°C ± 2°C)
Operating Temperature	-40°F ~ + 185°F (-40°C ~ + 85°C)
Maximum System Voltage	DC 1,500V
Maximum Reverse Current	20A
Maximum Test Load	Front 5,400 Pa (113 psf) Rear 5,400 Pa (113 psf)

Module Diagram (unit : mm)

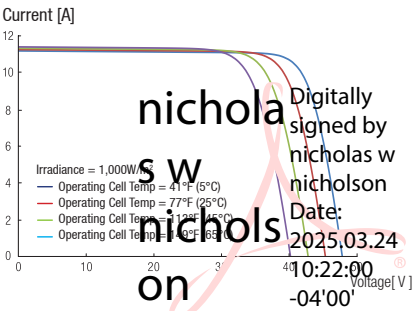
Front Side View



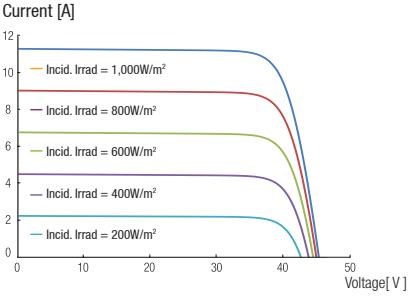
Rear Side View



I-V Curves



nicholas w nicholson
Digitally signed by nicholas w nicholson
Date: 2025.03.24 10:22:00 -04'00'



Printed on FSC certified eco-friendly paper.

HYUNDAI ENERGY SOLUTIONS

Certificate Of Completion

Envelope Id: E9963D3F-F0C2-4F73-9374-128B010EEBAE
Status: Completed
Subject: SIGNATURE: Net-Metering Agreement - Justin Grammont (ELE/250762)
Source Envelope:
Document Pages: 28
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/18/2025 2:34:52 PM
Holder: April Adolf
aadolf@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
William E. Sexton wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/18/2025 2:58:41 PM Viewed: 6/26/2025 4:24:31 PM Signed: 6/26/2025 4:32:28 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@Ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/26/2025 4:32:30 PM Viewed: 6/27/2025 11:05:39 AM Signed: 6/27/2025 11:06:40 AM
Electronic Record and Signature Disclosure: Accepted: 6/27/2025 11:05:39 AM ID: 603465b1-ce0a-484b-9e60-11d11b3424d8		
Chris Gowder chris.gowder@fmpa.com Chief Sys Ops & Tech Officer Security Level: Email, Account Authentication (None)	DocuSigned by: 087F58EBB34B474... Signature Adoption: Uploaded Signature Image Using IP Address: 2600:387:15:2818::3 Signed using mobile	Sent: 6/27/2025 11:06:42 AM Viewed: 6/27/2025 12:37:54 PM Signed: 6/27/2025 12:38:02 PM
Electronic Record and Signature Disclosure: Accepted: 6/27/2025 12:37:54 PM ID: 290d3f7f-48ec-4ec8-95ff-d6da7fd6ad95		

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	6/18/2025 2:58:41 PM
Certified Delivered	Security Checked	6/27/2025 12:37:54 PM
Signing Complete	Security Checked	6/27/2025 12:38:02 PM
Completed	Security Checked	6/27/2025 12:38:02 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 19.0
CANCELS ORIGINAL SHEET NO. 19.0

APPLICATION FOR INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

TIER 1 - Ten (10) kW or Less
TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW
TIER 3 - Greater than 100 kW and Less Than or Equal to Two (2) MW

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net-metering customers located in the area served by the City of Ocala Electric Utility. Please refer to the Ocala Electric Utility Net-Metering Rate Schedule.

Ocala Electric Utility customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with the Ocala Electric Utility system are required to complete this application. When the completed application and fees are returned to Ocala Electric Utility, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained at Ocala Electric Utility, located at 201 SE 3rd Street, Ocala, Florida 34471, or may be requested by email from OEU@ocalafl.org.

1. Customer Information

Name: JAMES DOUGLAS NOLAND

Mailing Address: 2420 SE 52ND AVE

City: Ocala State: FL Zip Code: 34480

Phone Number: 352-304-5194 Alternate Phone Number: _____

Email Address: 19jnoland69@gmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 523571 - 252044

2. RGS Facility Information

Facility Location: 2420 SE 52ND AVE OCALA FL 34480

Ocala Electric Utility Customer Account Number: 523571 - 252044

RGS Manufacturer: Hanwha Q.Cells

Manufacturer's Address: 400 Spectrum Center Dr. Suite 1400 Irvine, CA 92618

Reference or Model Number: Hanwha Q. Peak Duo BLK ML-G10+/T 400W

Serial Number: _____

(Continued on Sheet No.19.1)

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continue from Sheet No. 19.0)

FIRST REVISED SHEET NO. 19.1
CANCELS ORIGINAL SHEET NO. 19.1

3. Facility Rating Information

Gross Power Rating: 9.52 ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Ocala Electric Utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: Solar Photovoltaic

Anticipated In- Service Date: 2/25/2024

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is $375 for Tier 2 and $750 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of the estimated costs of the study (to be determined at time of application) must be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility by the customer.

A. Documentation demonstrating that the installation complies with (or most current version at time of inspection approval):

1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 19.2)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 19.1)

FIRST REVISED SHEET NO. 19.2
CANCELS ORIGINAL SHEET NO. 19.2

B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified 3rd party testing company (not affiliated in any way with the manufacturer, vendor or installation contractor), for compliance with all required and applicable codes, standards, and interconnection study requirements, prior to setting of OEU metering equipment.

C. Proof of insurance in the amount of:
Tier 1 - $100,000.00
Tier 2 - $1,000,000.00
Tier 3 - $2,000,000.00

Customer

By: James D. Noland Date: 3-19-24
(Print Name)

James D. Noland
(Signature)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Scanned with CamScanner

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 20.0
CANCELS ORIGINAL SHEET NO. 20.0

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 19th day of March, 2024, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter "FMPA"), the City of Ocala doing business as Ocala Electric Utility, a body politic (hereinafter "OEU"), and JAMES DOUGLAS NOLAND, a retail electric customer of OEU (hereinafter "Customer").

Section 1. Recitals

1.01. OEU and Customer have executed OEU's Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which OEU has agreed to permit interconnection of Customer's renewable generation to OEU's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to OEU's electric distribution system;

1.02. The City of Ocala and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU's electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU's electric customers interconnected to OEU's electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the OEU electric distribution system until Customer has executed OEU's electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions

OEU requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEU shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEU's electric distribution system.

(Continued on Sheet No. 20.1)

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.0)

FIRST REVISED SHEET NO. 20.1
CANCELS ORIGINAL SHEET NO. 20.1

Section 3. Metering

3.01 In accordance with the OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation, OEU shall install metering equipment at the point of delivery capable of recording two separate kWh meter readings: (1) the flow of electricity from OEU to the Customer (Delivered), and (2) the flow of excess electricity from the Customer to OEU. OEU shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset Customer's demand for OEU's electricity. All electric power and energy delivered by OEU to Customer shall be received and paid for by Customer to OEU (Received) pursuant to the terms, conditions and rates of the OEU otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the OEU Electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to the OEU electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from OEU.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by OEU to the Customer in accordance with the OEU Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

4.04. FMPA and OEU shall not be required to purchase or receive excess customer-owned renewable generation, and may require Customer to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any OEU equipment or part of OEU's system; or (b) if either FMPA or OEU determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

4.05. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU electric system.

Section 5. Renewable Energy Credits

5.01. Customer shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to OEU electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer-owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the Customer for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the Customer's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by OEU or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

(Continued on Sheet No. 20.3)

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.2)

FIRST REVISED SHEET NO. 20.3
CANCELS ORIGINAL SHEET NO. 20.3

Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02 Amendment. It is understood and agreed that FMPA and OEU reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and OEU may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event, FMPA and OEU will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and OEU, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Marion County, Florida, or the United States District Court sitting in Marion County, Florida, as appropriate.

(Continued on Sheet No. 20.4)

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

7.05. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.06. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, OEU, and Customer and no right nor shall any cause of action accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, OEU, or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, OEU, and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by either FMPA or OEU of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

(Continued on Sheet No. 20.5)

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.4)

FIRST REVISED SHEET NO. 20.5
CANCELS ORIGINAL SHEET NO. 20.5

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility

By: Signed by: Janice Mitchell 55198B43858A4E1...
Title: CFO
Date: 6/27/2025

Florida Municipal Power Agency

By: DocuSigned by: 087F58EBB34B474...
Title: Chief Sys Ops & Tech Officer
Date: 6/27/2025

Customer

By: James D. Noland Date: 3-19-24
(Print Name)
(Signature)

Customer's City of Ocala Electric Utility Account Number: _____

Approved as to f orm and legality:

Signed by: William E. Sexton AA6A9BABED04F3...
William E. Sexton, Esq.
City Attorney

(Continued on Sheet No. 20.6)

Scanned with CamScanner

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

Tri-Party Net-Metering Power Purchase Agreement
Schedule A

I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

a) FMPA shall pay OEU for the excess kWh energy delivered by customer-owned renewable generation to OEU's electric system. Every month, OEU shall determine the total kWh of customer-owned renewable generation that is delivered to OEU's electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to OEU in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

ARP Renewable Generation Credit = Quarterly Energy Rate * Monthly kWh of excess customer-owned renewable generation

Quarterly Energy Rate = 3 month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.

b) As part of the monthly bill adjustment, FMPA will also increase OEU's kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto OEU's electric system has been purchased by FMPA, but will remain on OEU's electric system and be used by OEU to meet its other customers' electric needs. As a result, OEU's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to OEU.

II. Payment for Unused Excess Energy Credits

a) Monthly excess energy credits shall accumulate and be used to offset the Customer's following month energy consumption bill for a period of not more than twelve (12) months.

b) At the end of each calendar year, OEU shall pay the Customer for any unused excess energy credits in accordance with the OEU Electric Net-Metering Service Rate Schedule.

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 21.0
CANCELS ORIGINAL SHEET NO. 21.0

Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 19th day of March, 20 24, by and between JAMES DOUGLAS NOLAND, (hereinafter called "**Customer**"), located at 2420 SE 52ND AVE in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereinafter called OEU), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 2420 SE 52ND AVE OCALA FL 34480.

WITNESSETH

Whereas, a Tier 1 Renewable Generation System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than ten (10) kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, OEU operates an electric system serving the City of Ocala; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU' electrical supply grid at the location identified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU' ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, the OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

(Continued on Sheet No. 21.1)

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.0)

FIRST REVISED SHEET NO. 21.1
CANCELS ORIGINAL SHEET NO. 21.1

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and the City of Ocala Electric Utility (OEU).

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with OEU's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify OEU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the ten kilowatt (10 kW) limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above two megawatts (2MW).

4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU calculated distribution service rating at the Customer's location (including shared electric facilities). If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached. OEU will not allow a RGS GPR greater than required to offset the customer's annual kWh energy consumption (based on customer's historical consumption data or by means of estimated usage of similar type of service as determined by OEU).

5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.

6. The Customer shall fully comply with OEU's Design Standards following NEC standards as those documents may be amended or revised by OUS from time to time.

7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version at time of inspection approval):

a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources.*
d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
e. The manufacturer's installation, operation and maintenance instructions.

(Continued to Sheet No. 21.2)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.1)

FIRST REVISED SHEET NO. 21.2
CANCELS ORIGINAL SHEET NO. 21.2

8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than OEU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to OEU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to OEU.

10. Prior to commencing parallel operation with OEU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to OEU.

11. The Customer agrees to permit OEU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide OEU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet OEU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to OEU advising of the date and time at which Customer intends to place the system in service, and OEU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 21.3)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.2)

FIRST REVISED SHEET NO. 21.3
CANCELS ORIGINAL SHEET NO. 21.3

12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes an OEU interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU's electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If Customer adds another RGS that (i) utilizes the same OEU interactive inverter for both systems, or (ii) utilizes a separate OEU interactive inverter for each system, Customer shall provide OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU' systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on OEU system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of OEU system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to OEU's system, such that back feed from the customer-owned renewable generation system to OEU's system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

(Continued on Sheet No. 21.4)

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.3)

FIRST REVISED SHEET NO. 21.4
CANCELS ORIGINAL SHEET NO. 21.4

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by OEU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to OEU at least thirty (30) calendar days prior to beginning parallel operations with OEU's electric system, subject to the requirements of Section 18, below, and within one (1) year after OEU executes this Agreement.

18. Once OEU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to an OEU representative, OEU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. OEU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars ($100,000.00).

20. OEU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by OEU to Customer, and measure the energy delivered by Customer to OEU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to OEU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide OEU with a copy of the local building code official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 21.5)

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.4)

FIRST REVISED SHEET NO. 21.5
CANCELS ORIGINAL SHEET NO. 21.5

23. In no event shall any statement, representation, or lack thereof, either express or implied, by OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OEU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, OEU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. OEU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from OEU' electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. OEU system emergencies, forced outages, uncontrollable forces or compliance with prudent electric OEU practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on OEU's system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical affects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OEU.
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
f. When the Customer fails to make any payments due to OEU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, OEU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from OEU's electric supply system, notify OEU that the isolation is complete, and coordinate with OEU for return of OEU's lock.

(Continued to Sheet No. 21.6)

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.
b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

(Continued on Sheet No. 21.7)

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Marion County, Florida, and OEU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of OEU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEU, including OEU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. OEU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, OEU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement, which complies with the amended statutes/rules.

(Continued on Sheet No. 21.8)

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

32. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the OEU's Net-Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU system.

33. This Agreement is solely for the benefit of OEU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than OEU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon OEU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by OEU of the sovereign immunity applicable to OEU as established by Florida Statutes, 768.28.

(Continued on Sheet No. 21.9)

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.8)

FIRST REVISED SHEET NO. 21.9
CANCELS ORIGINAL SHEET NO. 21.9

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility:

By: Signed by: Janice Mitchell 55198B43858A4E1...

Title: CFO

Date: 6/27/2025

Customer:

By: James D. Noland
(Print Name)
James D. Noland
(Signature)

Date: 3-19-25

City of Ocala Electric Utility Account Number:

523571-252044

Approved as to form and legality:

Signed by: William E. Sexton 4A59A88ABED04F3...

William E. Sexton, Esq.
City Attorney

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Scanned with CamScanner

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

CONTRACT# ELE/250763

2197

Slide

Homeowners Renewal Declaration

Customer Service: 1-800-748-2030
Claim Reporting Number: 1-866-230-3758

PO Box 1779 Columbia, SC 29202-1779

Policy Number:	SIC3084546	**Policy Effective Date:**	12/15/2024
Process Date:	10/21/2024 10:31 PM	**Policy Expiration Date:**	12/15/2025 12:01 AM at property address

Named Insured and Mailing Address:
James Noland
Denise Noland
2420 SE 52nd Ave
Ocala, FL 34480-6416

Phone Number: (352)304-5194

Agency: 7741763
Tarayn McLeod & Associates, LLC
Address:
1212 N.E. 36TH Ave
OCALA, FL 34470

Phone Number: (352)236-2126
Email: taraynmcleod@allstate.com

Renewal Change(s):

The amount of premium increase due to approved rate increase is: **$128.00**

The amount of premium increase due to coverage change is: **$68.00**

Property Coverage A limit increased at renewal due to an inflation factor of 4.00%, as determined by the "ISO 360 Value" to maintain insurance to the approximate replacement cost of your home.

In return for the payment of premium, coverage is provided where premium and limit of liability are shown. Flood coverage is not provided by this policy.

Location(s) of Property Insured: 2420 SE 52nd Ave
Ocala, FL 34480-6416

Property Characteristics:

Form:	HO-3	**Protection Class:**	02	**BCEG:**	99
Rating Tier:	Preferred	**Construction Type:**	Masonry	**Occupancy:**	Owner
Territory:	792 - Marion	**Month/Year Built:**	12/1983	**Usage:**	Primary
County:	0083-Marion County	**Structure Type:**	Dwelling	**Number of Families:**	1 Family
Burglar Alarm:	None	**Fire Alarm:**	None	**Automatic Sprinklers:**	None
Roof Year:	2017				

Mitigation Characteristics:

Building Code Indicator:	Unknown or does not meet A or B (C)	**Opening Protection:**	One or more openings no WBDP (X)
Roof Cover and Attachment:	2001 FBC or roof permit 3/2002 or later (A)	**Secondary Water Resistance:**	Unknown or Undetermined (C)
Roof Deck Attachment:	8d @ 6"/6" or Dimensional Lumber (C)	**Roof Geometry:**	Other Roof (C)
Roof Wall Connection:	Toe Nails (A)	**Gable End Bracing:**	

Hurricane Deductible: 2% of Coverage A = $ 6,240

All Other Peril Deductible: $2,500

Policy Premium: $2,129.00 **Fees/Assessments: $10.74** **Total Annual Premium: $2,140.00**

IN CASE OF LOSS WE COVER ONLY THAT PART OF THE LOSS OVER THE DEDUCTIBLE AMOUNT UNLESS OTHERWISE STATED IN THE POLICY. PLEASE SEE NOTICES ON PAGE 4.

Coverage	Limit	Premium
Coverage A - Dwelling	$312,000	$4,060.00
Coverage B - Other Structures	$6,240	Included
Coverage C - Personal Property	$78,000	($78.00)
Coverage D - Loss Of Use	$31,200	Included
Coverage E - Personal Liability	$300,000	$30.00
Coverage F - Medical Payments	$5,000	Included
	Total Basic Premium:	**$4,012.00**

10/21/2024

AUTHORIZED COUNTERSIGNATURE

- GAS METER LOCATED IN PROXIMITY OF THE PV INSTALLATION, LOAD CENTER, AND/OR DISCONNECTS. DISCONNECTS SHALL BE LOCATED IN COMPLIANCE WITH UTILITY AND THE AHJ (AUTHORITY HAVING JURISDICTION). PV INSTALLATION SHALL COMPLY WITH ALL APPLICABLE CODES.
- WIRE RATED AND AMPACITY CALCULATED @ 90°C FOR ROOFTOP INSTALLATION AND ATTIC RUN TO INVERTER.
- PER NEC REQUIRMENTS GROUNDING CONDUCTORS SMALLER THAN 6AWG SHALL BE PROTECTED IN A CONDUIT, RACEWAY, OR ARMORED PROTECTIVE SHEATHING (NEC 250.64).
- THE WORKING CLEARANCES AROUND THE EXISTING ELECTRICAL EQUIPMENT AS WELL AS THE NEW ELECTRICAL EQUIPMENT WILL BE MAINTAINED IN ACCORDANCE WITH NEC 110.26.
- ANY CONDUCTORS EXPOSED TO SUNLIGHT SHALL BE LISTED AS SUNLIGHT RESISTANT. (NEC 300.6 C1, 310.8 D).
- ROOM FOR EQUIPMENT WITHIN 5 FEET FROM MSP.
- ALL CONDUIT SHALL BE LTNM 3/4" IN DIAMETER UNLESS OTHERWISE STATED.

AMBIENT TEMPERATURE SPECIFICATIONS				
RECORD LOW TEMPERATURE	AMBIENT TEMP (HIGH TEMP 2%)	CONDUIT HEIGHT	CONDUCTOR TEMPERATURE RATE (ON ROOF)	CONDUCTOR TEMPERATURE RATE (OFF ROOF)
-5°	34°	7/8"	90°	90°

SOLAR MODULE SPECIFICATIONS						
MANUFACTURER / MODEL #	VMP (V)	IMP (A)	VOC (V)	ISC (A)	TEMPERATURE COEFFICIENT OF Voc	QUANTITY OF MODULES
HANWHA Q-CELLS Q.PEAK DUO BLK ML-G10+/t (400W)	38.09	10.50	45.55	11.07	-0.27%/K	28
MODULE DIMENSIONS	74.0"L x41.1"W x1.26"D					

INVERTER SPECIFICATIONS			
MANUFACTURER / MODEL #	QUANTITY	NOMINAL OUTPUT VOLTAGE	NOMINAL OUTPUT CURRENT
ENPHASE ENERGY IQ8PLUS-72-2-US	28	240VAC	1.21A

NOTE:
3/4" OR GREATER LTNM CONDUIT RUN (7/8" ABOVE ROOF SURFACE)

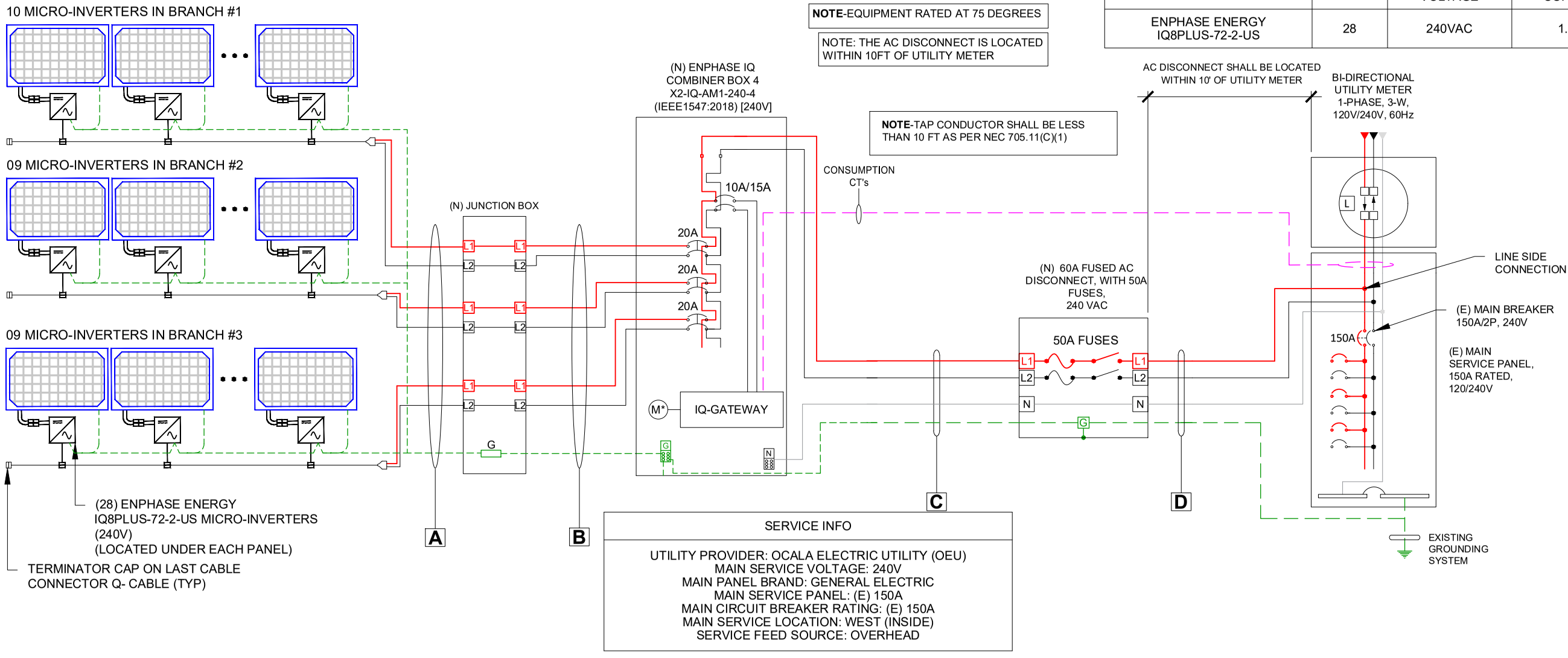
SYSTEM SIZE:- 28 x 400W = 11.20 kWDC
SYSTEM SIZE:- 28 x 290VA = 8.12 kWAC

UTILITY METER NO.: 126236

NOTE-EQUIPMENT RATED AT 75 DEGREES

NOTE: THE AC DISCONNECT IS LOCATED WITHIN 10FT OF UTILITY METER

NOTE-TAP CONDUCTOR SHALL BE LESS THAN 10 FT AS PER NEC 705.11(C)(1)



SERVICE INFO
UTILITY PROVIDER: OCALA ELECTRIC UTILITY (OEU) MAIN SERVICE VOLTAGE: 240V MAIN PANEL BRAND: GENERAL ELECTRIC MAIN SERVICE PANEL: (E) 150A MAIN CIRCUIT BREAKER RATING: (E) 150A MAIN SERVICE LOCATION: WEST (INSIDE) SERVICE FEED SOURCE: OVERHEAD

Wire Tag	Conduit	Wire Qty	Wire Gauge	Wire Type	Temp. Rating	Wire Ampacity (A)	Temp. Derate	Conduit Fill Derate	Derated Ampacity (A)	Inverter Qty	NOC (A)	NEC Correction	Design Current (A)	Ground Size	Ground Wire Type
A	OPEN AIR	3	12 AWG	Q Cable	90°C	30	0.76	N/A	22.80	10	1.21	1.25	15.13	06 AWG	BARE CU
B	3/4" LTNM	6	10 AWG	THWN-2	90°C	40	0.76	0.80	24.32	10	1.21	1.25	15.13	10 AWG	THWN-2
C	3/4" LTNM	3	8 AWG	THWN-2	90°C	55	0.96	1.0	52.80	28	1.21	1.25	42.35	10 AWG	THWN-2
D	3/4" LTNM	3	6 AWG	THWN-2	90°C	75	0.96	1.0	72.00	28	1.21	1.25	42.35	06 AWG	THWN-2

1 ELECTRICAL LINE DIAGRAM WITH CALCULATION

SCALE: NTS

lumio

VERSION		
DESCRIPTION	DATE	REV
INITIAL RELEASE	03-21-2024	UR

PROJECT NAME

JAMES NOLAND
2420 SE 52ND AVE,
OCALA, FL 34480, USA
UTILITY: OCALA ELECTRIC UTILITY (OEU)
APN: 2973004020
AHJ: MARION COUNTY
PROJECT NUMBER: P-0096779

SHEET NAME
ELECTRICAL LINE DIAGRAM & CALCULATION

SHEET SIZE
ANSI B
11" X 17"

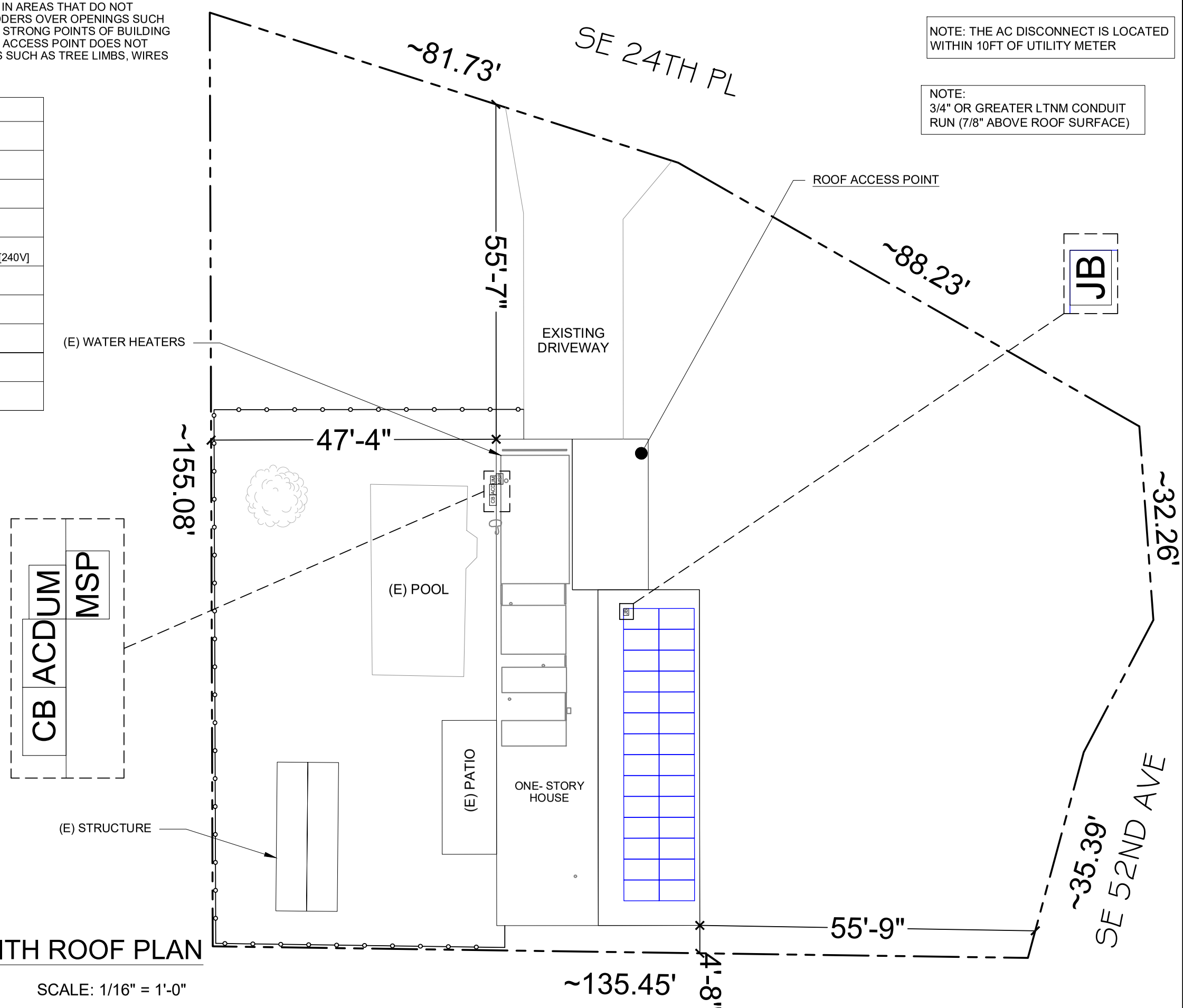
SHEET NUMBER
PV-4

CONTRACT# ELE/250763

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

● ROOF ACCESS POINT SHALL BE LOCATED IN AREAS THAT DO NOT REQUIRE THE PLACEMENT OF GROUND LADDERS OVER OPENINGS SUCH AS WINDOWS OR DOORS, AND LOCATED AT STRONG POINTS OF BUILDING CONSTRUCTION IN LOCATIONS WHERE THE ACCESS POINT DOES NOT CONFLICT WITH OVERHEAD OBSTRUCTIONS SUCH AS TREE LIMBS, WIRES OR SIGNS.

LEGEND	
UM	UTILITY METER
JB	JUNCTION BOX
ACD	AC DISCONNECT
MSP	MAIN SERVICE PANEL
CB	ENPHASE IQ COMBINER BOX 4 X2-IQ-AM1-240-4 (IEEE 1547:2018) [240V]
——	FENCE
——	GATE
– –	PROPERTY LINE
	TREES
	VENT, ATTIC FAN (ROOF OBSTRUCTION)



1 SITE PLAN WITH ROOF PLAN

SCALE: 1/16" = 1'-0"

lumio

VERSION		
DESCRIPTION	DATE	REV
INITIAL RELEASE	03-21-2024	UR

PROJECT NAME

JAMES NOLAND
2420 SE 52ND AVE,
OCALA, FL 34480, USA
UTILITY: OCALA ELECTRIC UTILITY (OEU)
APN: 2973004020
AHJ: MARION COUNTY
PROJECT NUMBER: P-0096779

SHEET NAME
SITE PLAN WITH ROOF PLAN

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
PV-1

CONTRACT# ELE/250763

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

ENPHASE.

DATA SHEET

IQ8 and IQ8+ Microinverters

Our newest IQ8 Microinverters are the industry's first microgrid-forming, software-defined microinverters with split-phase power conversion capability to convert DC power to AC power efficiently. The brain of the semiconductor-based microinverter is our proprietary application-specific integrated circuit (ASIC), which enables the microinverter to operate in grid-tied or off-grid modes. This chip is built using advanced 55-nm technology with high-speed digital logic and has superfast response times to changing loads and grid events, alleviating constraints on battery sizing for home energy systems.

Part of the Enphase Energy System, IQ8 Series Microinverters integrate with the IQ Battery, IQ Gateway, and the Enphase App monitoring and analysis software.

Enphase 25 year limited warranty

IQ8 Series Microinverters redefine reliability standards with more than one million cumulative hours of power-on testing, enabling an industry-leading limited warranty of up to 25 years.

Connect PV modules quickly and easily to IQ8 Series Microinverters using the included Q-DCC-2 adapter cable with plug-and-play MC4 connectors.

CERTIFIED

IQ8 Series Microinverters are UL Listed as PV rapid shutdown equipment and conform with various regulations, when installed according to the manufacturer's instructions.

*Meets UL 1741 only when installed with IQ System Controller 2.
**IQ8 and IQ8+ support split-phase, 240 V installations only.

Easy to install

- Lightweight and compact with plug-and-play connectors
- Power line communication (PLC) between components
- Faster installation with simple two-wire cabling

High productivity and reliability

- Produce power even when the grid is down*
- More than one million cumulative hours of testing
- Class II double-insulated enclosure
- Optimized for the latest high-powered PV modules

Microgrid-forming

- Compliant with the latest advanced grid support**
- Remote automatic updates for the latest grid requirements
- Configurable to support a wide range of grid profiles
- Meet CA Rule 21 (UL 1741-SA) and IEEE® 1547:2018 (UL 1741-SB 3rd Ed.)

NOTE:

- IQ8 Microinverters cannot be mixed with previous generations of Enphase microinverters (IQ7 Series, IQ6 Series, and so on) in the same system.
- IQ Gateway is required to change the default grid profile at the time of installation to meet local Authority Having Jurisdiction (AHJ) requirements.

© 2023 Enphase Energy. All rights reserved. Enphase, the e and CC logos, IQ, and certain other marks listed at https://enphase.com/trademark-usage-guidelines are trademarks of Enphase Energy, Inc. in the US and other countries. Data subject to change.

IQ8 and IQ8+ Microinverters

INPUT DATA (DC)	UNITS	IQ8-60-2-US	IQ8PLUS-72-2-US
Commonly used module pairings[2]	W	235–350	235–440
Module compatibility	–	To meet compatibility, PV modules must be within maximum input DC voltage and maximum module I_{sc} listed below. Module compatibility can be checked at https://enphase.com/installers/microinverters/calculator	
MPPT voltage range	V	27–37	27–45
Operating range	V	16–48	16–58
Minimum/Maximum start voltage	V	22/48	22/58
Maximum input DC voltage	V	50	60
Maximum continuous input DC current	A	10	12
Maximum input DC short-circuit current	A	25	
Maximum module I_{sc}	A	20	
Overvoltage class DC port	–	II	
DC port backfeed current	mA	0	
PV array configuration	–	1 × 1 ungrounded array; no additional DC side protection required; AC side protection requires maximum 20 A per branch circuit.	

OUTPUT DATA (AC)	UNITS	IQ8-60-2-US	IQ8PLUS-72-2-US
Peak output power	VA	245	300
Maximum continuous output power	VA	240	290
Nominal grid voltage (L-L)	V	240, split-phase (L-L), 180°	
Minimum and Maximum grid voltage[2]	V	211-264	
Maximum continuous output current	A	1.0	1.21
Nominal frequency	Hz	60	
Extended frequency range	Hz	47–68	
AC short-circuit fault current over three cycles	Arms	2	
Maximum units per 20 A (L-L) branch circuit[3]	–	16	13
Total harmonic distortion	%	<5	
Overvoltage class AC port	–	III	
AC port backfeed current	mA	30	
Power factor setting	–	1.0	
Grid-tied power factor (adjustable)	–	0.85 leading ... 0.85 lagging	
Peak efficiency	%	97.7	
CEC weighted efficiency	%	97	
Nighttime power consumption	mW	23	**25**

MECHANICAL DATA	
Ambient temperature range	-40°C to 60°C (-40°F to 140°F)
Relative humidity range	4% to 100% (condensing)
DC connector type	MC4
Dimensions (H × W × D)	212 mm (8.3 in) × 175 mm (6.9 in) × 30.2 mm (1.2 in)
Weight	1.08 kg (2.38 lbs)
Cooling	Natural convection–no fans
Approved for wet locations	Yes
Pollution degree	PD3
Enclosure	Class II double-insulated, corrosion-resistant polymeric enclosure
Environmental category/UV exposure rating	NEMA Type 6/Outdoor

(1) No enforced DC/AC ratio.
(2) Nominal voltage range can be extended beyond nominal if required by the utility.
(3) Limits may vary. Refer to local requirements to define the number of microinverters per branch in your area.

IQ8SP-12A-DSH-00207-2.0-EN-US-2023-10-13

IQ8 and IQ8+ Microinverters

COMPLIANCE	
Certifications	CA Rule 21 (UL 1741-SA), UL 62109-1, IEEE® 1547:2018 (UL 1741-SB 3rd Ed.), FCC Part 15 Class B, ICES-0003 Class B, CAN/CSA-C22.2 NO. 107.1-01 This product is UL Listed as PV rapid shutdown equipment and conforms with NEC 2014, NEC 2017, NEC 2020, and NEC 2023 section 690.12 and C22.1-2018 Rule 64-218 rapid shutdown of PV Systems, for AC and DC conductors, when installed according to the manufacturer's instructions.

IQ8SP-12A-DSH-00207-2.0-EN-US-2023-10-13

lumio

VERSION

DESCRIPTION	DATE	REV
INITIAL RELEASE	**03-21-2024**	UR

PROJECT NAME

JAMES NOLAND
2420 SE 52ND AVE,
OCALA, FL 34480, USA
UTILITY: OCALA ELECTRIC UTILITY
(OEU)
APN: 2973004020
AHJ: MARION COUNTY
PROJECT NUMBER: P-0096779

SHEET NAME

SPEC SHEETS

SHEET SIZE

ANSI B
11" X 17"

SHEET NUMBER

PV-8

CONTRACT# ELE/250763

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D

1497

Data Sheet
Enphase Networking

IQ Combiner 4/4C

The **IQ Combiner 4/4C** with IQ Gateway and integrated LTE-M1 cell modem (included only with IQ Combiner 4C) consolidates interconnection equipment into a single enclosure. It streamlines IQ Microinverters and storage installations by providing a consistent, pre-wired solution for residential applications. It offers up to four 2-pole input circuits and Eaton BR series busbar assembly.

X-IQ-AM1-240-4C
X2-IQ-AM1-240-4C (IEEE 1547:2018)

X-IQ-AM1-240-4
X2-IQ-AM1-240-4 (IEEE 1547:2018)

Smart

- Includes IQ Gateway for communication and control
- Includes Mobile Connect cellular modem (CELLMODEM-M1-06-SP-05), included only with IQ Combiner 4C
- Includes solar shield to match Enphase IQ Battery aesthetics and deflect heat
- Supports Wi-Fi, Ethernet, or cellular connectivity
- Optional AC receptacle available for PLC bridge
- Provides production metering and consumption monitoring

Simple

- Mounts on single stud with centered brackets
- Supports bottom, back and side conduit entry
- Allows up to four 2-pole branch circuits for 240VAC plug-in breakers (not included)
- 80A total PV or storage branch circuits

Reliable

- Durable NRTL-certified NEMA type 3R enclosure
- Five-year limited warranty
- Two years labor reimbursement program coverage included for both the IQ Combiner SKU's
- UL listed
- X2-IQ-AM1-240-4 and X2-IQ-AM1-240-4C comply with IEEE 1547:2018 (UL 1741-SB, 3rd Ed.)

LISTED

To learn more about Enphase offerings, visit **enphase.com**
IQ-C-4-4C-DS-0103-EN-US-12-29-2022

ENPHASE

IQ Combiner 4/4C

MODEL NUMBER	
IQ Combiner 4 X-IQ-AM1-240-4 X2-IQ-AM1-240-4 (IEEE 1547:2018)	IQ Combiner 4 with IQ Gateway printed circuit board for integrated revenue grade PV production metering (ANSI C12.20 ± 0.5%) and consumption monitoring (± 2.5%). Includes a silver solar shield to match the IQ Battery and IQ System Controller 2 and to deflect heat.
IQ Combiner 4C X-IQ-AM1-240-4C X2-IQ-AM1-240-4C (IEEE 1547:2018)	IQ Combiner 4C with IQ Gateway printed circuit board for integrated revenue grade PV production metering (ANSI C12.20 ± 0.5%) and consumption monitoring (± 2.5%). Includes Mobile Connect cellular modem (CELLMODEM-M1-06-SP-05), a plug-and-play industrial-grade cell modem for systems up to 60 microinverters. (Available in the US, Canada, Mexico, Puerto Rico, and the US Virgin Islands, where there is adequate cellular service in the installation area.) Includes a silver solar shield to match the IQ Battery and IQ System Controller and to deflect heat.
ACCESSORIES AND REPLACEMENT PARTS	(not included, order separately)
Supported microinverters	IQ6, IQ7, and IQ8. (Do not mix IQ6/7 Microinverters with IQ8)
Communications Kit COMMS-CELLMODEM-M1-06 CELLMODEM-M1-06-SP-05 CELLMODEM-M1-06-AT-05	 - Includes COMMS-KIT-01 and CELLMODEM-M1-06-SP-05 with 5-year Sprint data plan - 4G based LTE-M1 cellular modem with 5-year Sprint data plan - 4G based LTE-M1 cellular modem with 5-year AT&T data plan
Circuit Breakers BRK-10A-2-240V BRK-15A-2-240V BRK-20A-2P-240V BRK-15A-2P-240V-B BRK-20A-2P-240V-B	Supports Eaton BR210, BR215, BR220, BR230, BR240, BR250, and BR260 circuit breakers. Circuit breaker, 2 pole, 10A, Eaton BR210 Circuit breaker, 2 pole, 15A, Eaton BR215 Circuit breaker, 2 pole, 20A, Eaton BR220 Circuit breaker, 2 pole, 15A, Eaton BR215B with hold down kit support Circuit breaker, 2 pole, 20A, Eaton BR220B with hold down kit support
XA-SOLARSHIELD-ES	Replacement solar shield for IQ Combiner 4/4C
XA-PLUG-120-3	Accessory receptacle for Power Line Carrier in IQ Combiner 4/4C (required for EPLC-01)
X-IQ-NA-HD-125A	Hold-down kit for Eaton circuit breaker with screws
Consumption monitoring CT (CT-200-SPLIT/CT-200-CLAMP)	A pair of 200A split core current transformers
ELECTRICAL SPECIFICATIONS	
Rating	Continuous duty
System voltage	120/240VAC, 60 Hz
Eaton BR series busbar rating	125A
Max. continuous current rating	65A
Max. continuous current rating (input from PV/storage)	64A
Max. fuse/circuit rating (output)	90A
Branch circuits (solar and/or storage)	Up to four 2-pole Eaton BR series Distributed Generation (DG) breakers only (not included)
Max. total branch circuit breaker rating (input)	80A of distributed generation/95A with IQ Gateway breaker included
IQ Gateway breaker	10A or 15A rating GE/Siemens/Eaton included
Production metering CT	200A solid core pre-installed and wired to IQ Gateway
MECHANICAL DATA	
Dimensions (WxHxD)	37.5 cm x 49.5 cm x 16.8 cm (14.75 in x 19.5 in x 6.63 in). Height is 53.5 cm (21.06 in) with mounting brackets.
Weight	7.5 kg (16.5 lbs)
Ambient temperature range	-40°C to +46°C (-40°F to 115°F)
Cooling	Natural convection, plus heat shield
Enclosure environmental rating	Outdoor, NRTL-certified, NEMA type 3R, polycarbonate construction
Wire sizes	• 20A to 50A breaker inputs: 14 to 4 AWG copper conductors • 60A breaker branch input: 4 to 1/0 AWG copper conductors • Main lug combined output: 10 to 2/0 AWG copper conductors • Neutral and ground: 14 to 1/0 copper conductors • Always follow local code requirements for conductor sizing.
Altitude	Up to 3,000 meters (9,842 feet)
INTERNET CONNECTION OPTIONS	
Integrated Wi-Fi	IEEE 802.11b/g/n
Cellular	CELLMODEM-M1-06-SP-05, CELLMODEM-M1-06-AT-05 (4G based LTE-M1 cellular modem). Note that an Mobile Connect cellular modem is required for all Enphase Energy System installations.
Ethernet	Optional, IEEE 802.3, Cat5E (or Cat6) UTP Ethernet cable (not included)
COMPLIANCE	
Compliance, IQ Combiner	CA Rule 21 (UL 1741-SA) IEEE 1547:2018 - UL 1741-SB, 3rd Ed. (X2-IQ-AM1-240-4 and X2-IQ-AM1-240-4C) CAN/CSA C22.2 No. 107.1, Title 47 CFR, Part 15, Class B, ICES 003 Production metering: ANSI C12.20 accuracy class 0.5 (PV production) Consumption metering: accuracy class 2.5
Compliance, IQ Gateway	UL 60601-1/CANCSA 22.2 No. 61010-1

© 2022 Enphase Energy. All rights reserved. Enphase, the Enphase logo, IQ Combiner 4/4C, and other names are trademarks of Enphase Energy, Inc. Data subject to change.

IQ-C-4-4C-DS-0103-EN-US-12-29-2022

lumio

VERSION		
DESCRIPTION	DATE	REV
INITIAL RELEASE	03-21-2024	UR

PROJECT NAME

JAMES NOLAND
2420 SE 52ND AVE,
OCALA, FL 34480, USA
UTILITY: OCALA ELECTRIC UTILITY (OEU)
APN: 2973004020
AHJ: MARION COUNTY
PROJECT NUMBER: P-0096779

SHEET NAME
SPEC SHEETS

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
PV-9

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D
1498
CONTRACT# ELE/250763

Q.PEAK DUO BLK ML-G10+ SERIES

390 - 410 Wp | 132 Cells
20.9 % Maximum Module Efficiency

MODEL Q.PEAK DUO BLK ML-G10+/t

Breaking the 20 % efficiency barrier
Q.ANTUM DUO Z Technology with zero gap cell layout boosts module efficiency up to 20.9 %.

A reliable investment
Inclusive 25-year product warranty and 25-year linear performance warranty[1].

Enduring high performance
Long-term yield security with Anti LeTID Technology, Anti PID Technology[2] and Hot-Spot Protect.

Extreme weather rating
High-tech aluminium alloy frame, certified for high snow (5400 Pa) and wind loads (4000 Pa).

Innovative all-weather technology
Optimal yields, whatever the weather with excellent low-light and temperature behaviour.

The most thorough testing programme in the industry
Qcells is the first solar module manufacturer to pass the most comprehensive quality programme in the industry: The new "Quality Controlled PV" of the independent certification institute TÜV Rheinland.

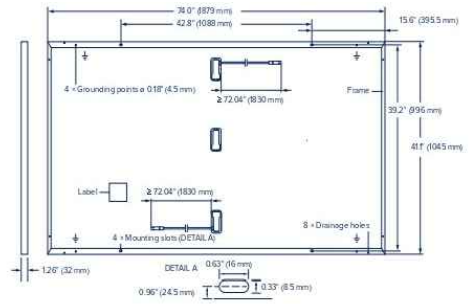
[1] See data sheet on rear for further information.
[2] APT test conditions according to IEC / TS 62804-1:2015, method A (−1500 V, 96 h)

The ideal solution for:
Rooftop arrays on residential buildings

Q.PEAK DUO BLK ML-G10+ SERIES

Mechanical Specification

Format	74.0 in × 41.1 in × 1.26 in (including frame) (1879 mm × 1045 mm × 32 mm)
Weight	48.5 lbs (22.0 kg)
Front Cover	0.13 in (3.2 mm) thermally pre-stressed glass with anti-reflection technology
Back Cover	Transparent composite film with black grid
Frame	Black anodised aluminium
Cell	6 × 22 monocrystalline Q.ANTUM solar half cells
Junction box	2.09-3.98 in × 1.26-2.36 in × 0.59-0.71 in (53-101 mm × 32-60 mm × 15-18 mm), IP67, with bypass diodes
Cable	4 mm² Solar cable; (+) ≥ 72.04 in (1830 mm), (−) ≥ 72.04 in (1830 mm)
Connector	Stäubli MC4; IP68



Electrical Characteristics

POWER CLASS			390		395		400		405		410	
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC[1] (POWER TOLERANCE +5 W / −0 W)				BSTC*		BSTC*		BSTC*		BSTC*		BSTC*
Minimum	Power at MPP[1]	P_{MPP}	[W]	390	426.6	395	432.1	400	437.5	405	443.0	410	448.5
	Short Circuit Current[1]	I_{SC}	[A]	11.01	12.05	11.04	12.08	11.07	12.11	11.10	12.15	11.13	12.18
	Open Circuit Voltage[1]	V_{OC}	[V]	45.49	45.65	45.52	45.68	45.55	45.72	45.59	45.75	45.62	45.78
	Current at MPP	I_{MPP}	[A]	10.39	11.37	10.45	11.43	10.50	11.49	10.56	11.55	10.61	11.61
	Voltage at MPP	V_{MPP}	[V]	37.54	37.53	37.81	37.81	38.09	38.08	38.36	38.35	38.63	38.62
	Efficiency[1]	η	[%]	≥ 19.9		≥ 20.1		≥ 20.4		≥ 20.6		≥ 20.9	

Bifaciality of P_{MPP} and I_{SC} 70 % ±10 % • Bifaciality given for rear side irradiation on top of STC (front side) • According to IEC 60904-1-2according to IEC 60904-3

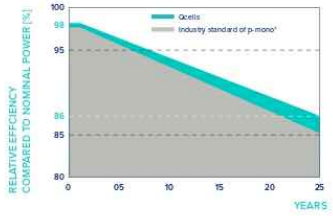
[1]Measurement tolerances P_{MPP} ±3 %; I_{SC}; V_{OC} ±5 % at STC: 1000 W/m²; *at BSTC: 1000 W/m² + φ × 135 W/m², φ = 70 % ±10 %, 25 ± 2 °C, AM 1.5 according to IEC 60904-3

MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT[2]

Minimum	Power at MPP	P_{MPP}	[W]	292.6	296.3	300.1	303.8	307.6
	Short Circuit Current	I_{SC}	[A]	8.87	8.89	8.92	8.94	8.97
	Open Circuit Voltage	V_{OC}	[V]	42.90	42.93	42.96	42.99	43.03
	Current at MPP	I_{MPP}	[A]	8.16	8.21	8.26	8.31	8.36
	Voltage at MPP	V_{MPP}	[V]	35.86	36.10	36.33	36.57	36.80

[1]Measurement tolerances P_{MPP} ±3 %; I_{SC}; V_{OC} ±5 % at STC: 1000 W/m², 25 ± 2 °C, AM 1.5 according to IEC 60904-3 • [2]800 W/m², NMOT, spectrum AM 1.5

Qcells PERFORMANCE WARRANTY

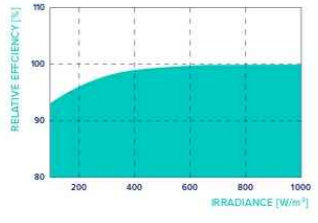


At least 98 % of nominal power during first year. Thereafter max. 0.5 % degradation per year. At least 93.5 % of nominal power up to 10 years. At least 86 % of nominal power up to 25 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Qcells sales organisation of your respective country.

*Standard terms of guarantee for the 5 PV companies with the highest production capacity in 2021 (February 2021)

PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m²).

TEMPERATURE COEFFICIENTS

Temperature Coefficient of I_{SC}	α	[%/K]	+0.04	Temperature Coefficient of V_{OC}	β	[%/K]	−0.27
Temperature Coefficient of P_{MPP}	γ	[%/K]	−0.34	Nominal Module Operating Temperature	NMOT	[°F]	109 ± 5.4 (43 ± 3 °C)

Properties for System Design

Maximum System Voltage	V_{SYS}	[V]	1000 (IEC) / 1000 (UL)	PV module classification	Class II
Maximum Series Fuse Rating		[A DC]	20	Fire Rating based on ANSI / UL 61730	TYPE 2
Max. Design Load, Push / Pull[3]		[lbs / ft²]	75 (3600 Pa) / 55 (2660 Pa)	Permitted Module Temperature on Continuous Duty	−40 °F up to +185 °F (−40 °C up to +85 °C)
Max. Test Load, Push / Pull[3]		[lbs / ft²]	113 (5400 Pa) / 84 (4000 Pa)		

[3] See Installation Manual

Qualifications and Certificates

UL 61730, CE-compliant,
Quality Controlled PV - TÜV Rheinland,
IEC 61215:2016, IEC 61730:2016,
U.S. Patent No. 9,893,215 (solar cells),

Qcells pursues minimizing paper output in consideration of the global environment.

Note: Installation instructions must be followed. Contact our technical service for further information on approved installation of this product.
Hanwha Q CELLS America Inc. 400 Spectrum Center Drive, Suite 1400, Irvine, CA 92618, USA | TEL +1 949 748 59 96 | EMAIL hqc-inquiry@qcells.com | WEB www.qcells.com

Specifications subject to technical changes © Qcells Q.PEAK_DUO_BLK_ML-G10+_t_series_390-410_2022-10_Rev01_NA

lumio

VERSION		
DESCRIPTION	DATE	REV
INITIAL RELEASE	03-21-2024	UR

PROJECT NAME
JAMES NOLAND
2420 SE 52ND AVE,
OCALA, FL 34480, USA
UTILITY: OCALA ELECTRIC UTILITY (OEU)
APN: 2973004020
AHJ: MARION COUNTY
PROJECT NUMBER: P-0096779

SHEET NAME
SPEC SHEETS

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
PV-7

Docusign Envelope ID: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D
1499
CONTRACT# ELE/250763

Certificate Of Completion

Envelope Id: F86BF7EB-7AA1-4B0A-8AEB-C3219380F24D
Status: Completed
Subject: SIGNATURE: Net-Metering Agreement - James Noland (ELE/250763)
Source Envelope:
Document Pages: 26
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/18/2025 7:54:08 PM
Holder: April Adolf
aadolf@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
William E. Sexton wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/18/2025 8:15:43 PM Viewed: 6/26/2025 4:17:32 PM Signed: 6/26/2025 4:24:06 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@Ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/26/2025 4:24:09 PM Viewed: 6/27/2025 11:04:38 AM Signed: 6/27/2025 11:05:15 AM
Electronic Record and Signature Disclosure: Accepted: 6/27/2025 11:04:38 AM ID: b6d3de18-494f-431a-873c-b31b1432b1e4		
Chris Gowder chris.gowder@fmpa.com Chief Sys Ops & Tech Officer Security Level: Email, Account Authentication (None)	DocuSigned by: 087F58EBB34B474... Signature Adoption: Uploaded Signature Image Using IP Address: 2600:387:15:2818::3 Signed using mobile	Sent: 6/27/2025 11:05:17 AM Viewed: 6/27/2025 12:37:27 PM Signed: 6/27/2025 12:37:37 PM
Electronic Record and Signature Disclosure: Accepted: 6/27/2025 12:37:27 PM ID: de2f537b-db08-4d69-88ad-44d1fe795eb7		

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	6/18/2025 8:15:43 PM
Certified Delivered	Security Checked	6/27/2025 12:37:27 PM
Signing Complete	Security Checked	6/27/2025 12:37:37 PM
Completed	Security Checked	6/27/2025 12:37:37 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

COOPERATIVE PURCHASING AGREEMENT FOR SUPPLY OF CLASS A UNIFORMS

THIS COOPERATIVE PURCHASING AGREEMENT FOR SUPPLY OF CLASS A UNIFORMS ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **LIGHTHOUSE UNIFORM COMPANY**, a for-profit corporation duly organized in the state of Washington and authorized to do business in the state of Florida (EIN: 91-1103517) ("Vendor").

WHEREAS, after a competitive procurement process, the City of Amarillo entered into a contract with Lighthouse Uniform Company for the supply of Class A uniforms, contract number SCON-00000122 (the "City of Amarillo Agreement"); and

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

WHEREAS, City desires to purchase labor, services, and materials for the provision of Class A uniforms pursuant to essentially the same terms and conditions provided under the City of Amarillo Agreement as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Vendor agrees to extend the terms, conditions, and pricing of the City of Amarillo Agreement to the City of Ocala, subject to the terms and conditions of the Piggyback Agreement.

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

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:
   A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for supply of Class A uniforms as it may from time to time be amended or modified pursuant to its terms and provisions.
   B. **City of Amarillo Agreement:** shall mean the Agreement for supply of Class A uniforms between the City of Amarillo and Lighthouse Uniform Company, and its exhibits, as amended and attached hereto as **Exhibit A – City of Amarillo Agreement.**
3. **INCORPORATION OF CITY OF AMARILLO AGREEMENT.** The City of Amarillo Agreement attached hereto as Exhibit A is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the City of Amarillo Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.
4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Vendor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the

Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

Exhibits to Agreement: The Exhibits to this Agreement are as follows:

A. Exhibit A: City of Amarillo Agreement (A-1 through A-21)

5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the City of Amarillo Agreement are modified and replaced, in their entirety, as follows:

A. The terms "City of Amarillo," or "City" shall be replaced and intended to refer to the "City of Ocala."

B. **COMPENSATION.** City shall pay Vendor a price not to exceed the maximum limiting amount of **FIFTEEN THOUSAND AND NO/100 DOLLARS ($15,000)** over the contract term for the performance of the work and in accordance with the contract documents based on the most current prices set forth in **Exhibit A – City of Amarillo Agreement**.

C. **TIME FOR PERFORMANCE.** This Agreement shall become effective and commence on **APRIL 26, 2025** and continue through and including **APRIL 25, 2026**.

D. **Invoice Submission**. All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Fire Rescue Department**, Attn: **Amy Johnson**, Address: **505 NW Martin Luther King Jr. Avenue, Ocala, Florida 34475**, E-Mail: ajohnson@ocalafl.gov, Office: (352)629-8339.

E. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

F. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

G. **Excess Funds**. If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

H. **Amounts Due to the City.** Vendor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

I. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax

to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

6. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:

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

   B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

   D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

7. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

8. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

9. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same.

Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

10. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
11. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
12. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
13. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
14. **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.
15. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

If to Vendor:	Lighthouse Uniform Company Attention: Ben Meyerson 1532 15th Avenue West Seattle, Washington 98119 Phone: 206-282-5600 Ext. 103 E-mail: bmeyerson@lighthouseuniform.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

16. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

17. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

18. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
19. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
20. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
21. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
22. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
23. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
24. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
25. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
26. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
27. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations,

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on 6/24/2025.

ATTEST:

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

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by: Peter Lee
5BB28E162F2E4C2...

Peter Lee
City Manager

Approved as to form and legality:

Signed by: William E. Sexton
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

LIGHTHOUSE UNIFORM COMPANY

DocuSigned by: Ben Meyerson
AA209621BABD4D0...

By: Ben Meyerson
(Printed Name)

Title: Secretary
(Title of Authorized Signatory)

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

CITY OF AMARILLO® PURCHASING

April 10, 2025

Lighthouse Uniform
Attn: Ben Meyerson
1532 15th Ave West
Seattle WA 98119

Re: NEW Contract # SCON-00000122
(Bid No. 7025) Amarillo Fire Dept Class A Uniforms- Annual Contract
04/26/2025 thru 04/25/2026

Total Amount: $ 20,797.50

Dear Vendor,

The City of Amarillo would like to inform you of the renewal of **NEW Contract # SCON-00000122** (Bid No. 7025) **Amarillo Fire Department Class A Uniforms- Annual Contract** with the City of Amarillo for an additional year as allowed by the contract now in effect.

Please notate this new contract # on all invoices and correspondence. Renewal of the contract will begin 04/262024.

You will be contacted as materials or services are needed.

Sincerely,

Michael Lindley
Purchasing Manager
City of Amarillo

CC: Fire Department

601 S. BUCHANAN ST. | P.O. BOX 1971 | AMARILLO, TEXAS 79105-1971 | (806)378-3028 | FAX (806)378-9494 | TDD (806)378-4229

RENEWAL AWARD LETTER -SCON-00000122 (7025) AFD CLASS A UNIFORMS- ANNUAL CONTRACT

Final Audit Report 2025-04-10

Created:	2025-04-10
By:	Judi Owens (judi.owens@amarillo.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAj8w99uNKT2iETynDGx_CoStzPgIJNSPM

"RENEWAL AWARD LETTER -SCON-00000122 (7025) AFD CLASS A UNIFORMS- ANNUAL CONTRACT" History

Document created by Judi Owens (judi.owens@amarillo.gov)
2025-04-10 - 5:01:11 PM GMT

Document emailed to Michael Lindley (Michael.Lindley@amarillo.gov) for signature
2025-04-10 - 5:01:39 PM GMT

Email viewed by Michael Lindley (Michael.Lindley@amarillo.gov)
2025-04-10 - 5:38:40 PM GMT

Document e-signed by Michael Lindley (Michael.Lindley@amarillo.gov)
Signature Date: 2025-04-10 - 5:39:46 PM GMT - Time Source: server

Agreement completed.
2025-04-10 - 5:39:46 PM GMT

Adobe Acrobat Sign

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

X

R5643530

City of Amarillo

INVITATION FOR BIDS

Quote Number 7025

AMARILLO FIRE DEPT. CLASS "A"
UNIFORM - ANNUAL CONTRACT

MAILING ADDRESS:
City of Amarillo
Purchasing Department
P.O.Box 1971
Amarillo Texas 79105-1971

STREET ADDRESS:
601 S. Buchanan, Room 307
Amarillo, Texas 79101
(806) 378-3028

DATE ISSUED: 04/12/2021

BIDS OPEN:
04/15/2021 4:00 PM

NO BID ACCEPTED AFTER THIS TIME

In order to be considered, responses must be received in the City of Amarillo Purchasing Office 601 S. Buchanan Street, Rm. 307, Amarillo, TX 79 before the designated due date and time stated.

LIGHTHOUSE UNIFORM
1532 15TH AVENUE WEST
SEATTLE WA 98119

Please quote us prices for the item(s) on the attached bid sheet(s). The right is reserved to accept or reject all or any part of your offer and to accept the offer the City Council considers to be the lowest responsible bid. By submitting this bid, the undersigned hereby certifies that said bid has been independently arrived at and that price, terms or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the bidder to any other bidder or competitor. Bids are to be returned in an envelope and your envelope must clearly indicate that a bid is enclosed and reflect bid number.

GENERAL CONDITIONS OF BIDDING - READ CAREFULLY

1. **ALL BIDS MUST BE QUOTED F.O.B. DESTINATION.**
2. Show unit prices, extensions, and total bid. In case of discrepancy between unit price and the extension, the unit price will be taken.
3. State on face of bid exactly what you are furnishing (brand or manufacturer's name).
4. Any catalog or manufacter's reference in this quotation is descriptive, but not restrictive, and is used only to indicate type and grade, unless otherwise specified.
5. **NOTE:** The City of Amarillo is exempt from all Federal Excise and State Taxes. DO NOT include tax in your bid price or invoice. The Purchase Order issued to the successful bidder contains the required statute to be filed as a tax exemption certificate.
6. The City of Amarillo reserves the right to accept or reject any or all bids or parts of bids and to waive any formalities and technicalities.
7. If your bid is figured on an "ALL OR NONE" basis, please so state. The City reserves the right to award a bid on this basis. In order to be considered on an all or none basis, bidder is responsible for submitting pricing for all items on the bid.
8. Cash discounts will be figured from date complete shipment of order is received, or date invoice is received by the Purchasing Department, whichever is later. Purchase Order Number must appear on all invoices and delivery tickets. Send Invoice to mailing address listed at the top of this page.
9. Payment for the material will be made after complete shipment and the entire order has been received by the City, and after the using department has certified receipt of the material and verified that the material is in accordance with the bid submitted.
10. **THIS BID MUST BE SIGNED IN THE SPACE PROVIDED BELOW TO BE CONSIDERED.**
11. **THIS BID MUST BE SUBMITTED ON THE ATTACHED BID SHEETS.**

The undersigned hereby offers to furnish and deliver the articles or services as specified on the attached bid sheets at the prices and terms therein stated and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer.

Delivery or completion time: 8 week standard ship
Terms (State Discount if Offered):
Name of Business: Lighthouse uniform Co.
By: Ben Kly
Authorized Representative - Signed by Hand
Business Telephone: 206-282-5600
By: Ben Meyerson
Authorized Representative - Typed or Printed
Toll Free Number: 800-426-5225
Fax Number: 206-282-5662
Email: bmeyerson@lighthouseuniform.com
Remit Address if different fom above:

(THIS BID IS VALID FOR 90 DAYS UNLESS OTHERWISE STATED)

04/13/2021 TUE 15:09 [JOB NO. 5949] 003

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

ADDITIONAL BIDDING INSTRUCTIONS

1. **Bid Preparations**
   a. Each bidder is expected to carefully examine the invitation, specifications and all bidding instructions and conditions. Failure to do so will be at the bidder's risk. If clarification is needed regarding the meaning or intent of any part of the invitation to bid and the bidder feels the oral explanation is contrary to the information in the bid documents, then the bidder should demand a written confirmation. Oral explanations or instructions given before the bid opening will not be binding.

   b. Each bidder is to furnish the information requested. Alternate commodities or services, trade-ins, etc., will be considered only if asked for on the invitation.

   c. EACH BID MUST BE SIGNED ON THE FIRST PAGE OF THE INVITATION. THIS BID MUST BE SIGNED TO BE CONSIDERED. The bidding firm will be responsible for assuring that only authorized persons sign bids.

   d. Bids submitted on other than the attached bid sheets or with different terms or provisions will not be considered as responsible bids. Bidders are invited to attach any additional information, but we will give first consideration to the information on our bid sheets, in the format we requested.

2. **Modification or Withdrawal of Bids**
   Bids may be withdrawn or modified by written notice received by the Purchasing Department prior to the exact hour of the bid opening. A bid may also be withdrawn in person if the identity of the person can be established and a receipt is signed for the bid. No bid can be withdrawn or modified after the exact hour designated for the bid opening.

3. **Bid Bonds**
   a. When a bid calls for a Bid Bond, that Bond must be present along with the other bid documents at the time of the bid opening. A cashier's check or certified check issued by a bank satisfactory to the owner is acceptable in lieu of a Bid Bond. Personal or Company checks are not acceptable. Bids without bond or check will not be considered.

   b. Checks posted by unsuccessful bidders will be returned after the contract has been properly executed. Checks will be returned by certified mail or may be picked up by a properly identified person after signing a receipt.

4. **Inspection by Bidders**
   If the bid requires alteration to any building or land and detailed specifications are or are not provided, each bidder is expected to visit the site and be responsible for identifying any part(s) of the specifications that are not adequately defined. If an addendum to the Bid Invitation is required it will be necessary to advise all prospective bidders, and it may be necessary to delay the bid opening.

5. **Bid must be submitted on the attached bid sheets. Bids submitted on any other form will not be considered.**

6. **The City reserves the right to postpone a scheduled bid opening if only one bid is received.**

SPECIAL BIDDING INSTRUCTIONS

BIDS MAY BE MAILED TO THE ADDRESS LISTED ON PAGE 1, OR FAXED TO: (806) 378-9494.

AN ALTERNATE BID MUST STAND ALONE, BE RECEIVED IN A SEPARATE ENVELOPE THAT IS SEALED AND CONTAIN ALL THE REQUIRED BID DOCUMENTATION AND ADDENDUMS AS THE ORIGINAL BID REQUIRES.

Per the terms of Chapter 176 of the Local Government Code, should any vendor be awarded all or any part of the goods or services on which this Bid or Proposal solicits a return, then it is the vendor's sole responsibility to provide the City of Amarillo, with an updated Conflict of Interest Questionnaire, Form CIQ. The vendor must file the updated

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

vendor that funds have not been appropriated by the City Council at the earliest possible time and this agreement will terminate or be reduced at the beginning of the fiscal year for which no funds or reduced funds have been appropriated by the City Council. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination or reduction under this section. This provision shall not be construed so as to permit the City to terminate or reduce this agreement in order to purchase, lease or rent similar equipment from another entity.

PLEASE INCLUDE DESCRIPTIVE LITERATURE ON ANY ITEM BID.

ALL PRICES OFFERED HEREIN SHALL BE FIRM AGAINST ANY INCREASE FOR THE INITIAL TERM OF THE CONTRACT. AT LEAST SIXTY (60) DAYS PRIOR TO COMMENCEMENT OF SUBSEQUENT RENEWAL TERMS, THE CITY MAY CONSIDER A REQUEST FOR PRICE ADJUSTMENTS. ALL REQUEST FOR PRICE ADJUSTMENTS WILL BE WRITTEN AND INCLUDE DOCUMENTATION THAT SUBSTANTIATES ADDITIONAL COST. SUCH ADJUSTMENTS MUST BE ACCEPTABLE TO BOTH PARTIES OF THE ITEM(S) IN QUESTION. **PLEASE CONTACT THE PURCHASING DEPARTMENT AT 806/378-3028 FOR THE PROCEDURES FOR RECOMMENDING COST INCREASE REQUESTS.**

QUANTITIES ARE ESTIMATES BASED ON PAST USE AND FORECAST OF ANTICIPATED FUTURE NEEDS. VARIANCE MAY BE AS MUCH AS 25% DECREASE OR INCREASE IN ACTUAL USE.

THIS IS A ONE (1) YEAR CONTRACT WITH OPTIONS TO RENEW FOR FOUR (4) ADDITIONAL ONE (1) YEAR PERIODS, IF AGREEABLE BY BOTH PARTIES.

NOTICE. . . NOTICE UNIT OF MEASURE WARNING***

WHEN SUBMITTING A RESPONSE TO THIS BID YOU MUST SUBMIT YOUR BID WITH A UNIT PRICE IN THE UNIT OF MEASURE AS SHOWN ON THE BID SHEET FOR YOUR BID TO BE CONSIDERED. IT DOESN'T MATTER IF THE EXTENDED PRICE IS CORRECT IF THE UNIT PRICE IS SUBMITTED INCORRECTLY THE BID WILL BE DEEMED AS NON-RESPONSIVE FOR THAT ITEM. IF THE ITEM IS PART OF A LOT THEN THE LOT WILL BE DEEMED UNRESPONSIVE.

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

form within 7 days after learning that a prior filing (if any) is no longer accurate. This form and the names of the City Council Members, Mayor, City Manager, Deputy City Manager, and Assistant City Manager is available on the City's website located at www.amarillo.gov

INDEBTEDNESS TO THE CITY OF AMARILLO:
PER CITY ORDINANCE NO. 6706, THE CITY OF AMARILLO WILL NOT AWARDA BID OR CONTRACT TO VENDORS WHO ARE DELINQUENT IN THE INDEBTEDNESS TO THIS CITY.

QUESTIONS, CLARIFICATIONS AND CORRESPONDENCE:
All questions and requests for clarification must be submitted to the Purchasing Agent in writing and will be answered by the Purchasing Agent in writing. No questions will be accepted or answered verbally. Except as provided in this section, upon issuance of this RFP, RFQ, or Bid vendors are specifically directed not to contact other City personnel, to include any Engineers or Architects and anyone other that purchasing personnel for answers to questions, clarifications, meeting, conferences, or technical discussions or anything else related to this RFP, RFQ, or Bid. Failure to strictly abide by this policy may result in the immediate disqualification of the vendor from this and other bidding opportunities.

Exempted from the no contact rule is the Pre-bid meeting, to which all of the registered vendors are invited. Pre-bid meetings can be either mandatory or non-mandatory. All questions presented at a Pre-bid meeting will be addressed in an aggregrated Question and Answer document that will then be provided to all vendors at the same time.

If the answers do not change the information published in the original documents, they will be sent a clarification only. If the answers do change the information published in the original documents, they will be sent an addendum. Addendums require signed acknowledgement of receipt of the addendum by signed and submitted with the response to the RFP, RFQ, or Bid.

It is the responsibility of the respondent to verify if any addendum(s) or clarification(s) have been issued and to make sure the respondent has

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

received all copies. Contact the Purchasing Department at 806-378-3028 to verify this information. Respondents may also go to www.publicpurchase.comand register as a vendor with the City of Amarillo and to download a copy of the addendum or any other bidding documents. Addendums and clarifications will be posted to the public purchase website. If a vendor is not registered with public purchase, then all bidding documents will need to be requested through the City of Amarillo Purchasing Office by emailing purchasing2@amarillo.gov. For vendors that receive copies of bids and correspondence through the purchasing office, addendums and clarifications may be mailed or emailed to the vendor' s contact information we have on file. It is the vendor' s responsibility to keep their company' s information updated with the public purchase website as well as with the City of Amarillo. If an addendum(s) or clarification(s) is not able to be mailed or emailed due to size or for any other reason, then registered respondents may be called and asked if they would like to pick up a copy from the Purchasing Department. Vendors may submit signed addendums to the City by emailing purchasing2@amarillo.gov or by mailing them to the City of Amarillo Purchasing Department.

All questions must be submitted at least 10 days prior to the bid due date. All questions will be answered at least 7 days prior to the bid due date. If the questions cannot be fully answered by that time then, the opening date of the bid will be extended by amendment to allow sufficient time for all questions to be answered and those answers to be provided to all registered vendors.

Submit your questions to:

purchasing2@amarillo.gov

BIDDER MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS BY ACKNOWLEDGING ON BID FORM WHERE PROVIDED AND OR BY RETURNING THE SIGNATURE PAGE OF THE ADDENDUM. ALL ADDENDUMS MUST BE ACKNOWLEDGED AND RECEIVED BY THE BID OPENING DATE AND TIME IN ORDER FOR THE BID TO BE CONSIDERED.

Addendums #1 Acknowledged _____(Signature)

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

City of Amarillo
INVITATION FOR BIDS
Quote Number 7025
AMARILLO FIRE DEPT. CLASS "A"
UNIFORM - ANNUAL CONTRACT

Addendums #2 Acknowledged_____(Signature)
Addendums #3 Acknowledged_____(Signature)
Addendums #4 Acknowledged_____(Signature)
Addendums #5 Acknowledged_____(Signature)

NO AWARDTO DEBARRED OR SUSPENDED VENDOR'S ASSURANCE FORM. PLEASE RETURN SIGNED FORM WITH YOUR BID.

24 HOUR CONTACT INFORMATION
The City of Amarillo operates on a twenty-four-hour basis. In order to be prepared for emergencies, please provide your company' s contact information for after-hours contact.

CONTACT NAME Ben Meyerson

AFTER HOURS TELEPHONE NUMBER: 206 282-5600 option 4

COOPERATIVE PURCHASING
The contract resulting form this solicitation will be available for use by all governmental entities, providing there is no conflict with any applicable statutes, rules, policies, or procedures. The governmental entities will have the option to use the pricing as agreed to within the resulting contract.

Governmental entities will issue their internal purchase orders directly to the contractor(s), however, shall reference and cite the City of Amarillo contract number (Solicitation number) within the purchase order document.

FUNDING OUT CLAUSE
Notwithstanding any contrary provision of this agreement, each payment obligation of the City created by this agreement is conditioned upon the availability of funds that are appropriated or allocated by the Amarillo City Council for the payment of the product of functionally similar products. If sufficient funds are not allocated and available for any subsequent fiscal year (October 1 to September 30) during the term of this agreement, the City may terminate this agreement or reduce its obligation to match the appropriated funding. The City shall notify the

Docusian Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

vendor that funds have not been appropriated by the City Council at the earliest possible time and this agreement will terminate or be reduced at the beginning of the fiscal year for which no funds or reduced funds have been appropriated by the City Council. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination or reduction under this section. This provision shall not be construed so as to permit the City to terminate or reduce this agreement in order to purchase, lease or rent similar equipment from another entity.

PLEASE INCLUDE DESCRIPTIVE LITERATURE ON ANY ITEM BID.

ALL PRICES OFFERED HEREIN SHALL BE FIRM AGAINST ANY INCREASE FOR THE INITIAL TERM OF THE CONTRACT. AT LEAST SIXTY (60) DAYS PRIOR TO COMMENCEMENT OF SUBSEQUENT RENEWAL TERMS, THE CITY MAY CONSIDER A REQUEST FOR PRICE ADJUSTMENTS. ALL REQUEST FOR PRICE ADJUSTMENTS WILL BE WRITTEN AND INCLUDE DOCUMENTATION THAT SUBSTANTIATES ADDITIONAL COST. SUCH ADJUSTMENTS MUST BE ACCEPTABLE TO BOTH PARTIES OF THE ITEM(S) IN QUESTION. **PLEASE CONTACT THE PURCHASING DEPARTMENT AT 806/378-3028 FOR THE PROCEDURES FOR RECOMMENDING COST INCREASE REQUESTS.**

QUANTITIES ARE ESTIMATES BASED ON PAST USE AND FORECAST OF ANTICIPATED FUTURE NEEDS. VARIANCE MAY BE AS MUCH AS 25% DECREASE OR INCREASE IN ACTUAL USE.

THIS IS A ONE (1) YEAR CONTRACT WITH OPTIONS TO RENEW FOR FOUR (4) ADDITIONAL ONE (1) YEAR PERIODS, IF AGREEABLE BY BOTH PARTIES.

NOTICE. . . NOTICE UNIT OF MEASURE WARNING***

WHEN SUBMITTING A RESPONSE TO THIS BID YOU MUST SUBMIT YOUR BID WITH A UNIT PRICE IN THE UNIT OF MEASURE AS SHOWN ON THE BID SHEET FOR YOUR BID TO BE CONSIDERED. IT DOESN'T MATTER IF THE EXTENDED PRICE IS CORRECT IF THE UNIT PRICE IS SUBMITTED INCORRECTLY THE BID WILL BE DEEMED AS NON-RESPONSIVE FOR THAT ITEM. IF THE ITEM IS PART OF A LOT THEN THE LOT WILL BE DEEMED UNRESPONSIVE.

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

EXAMPLE: IF WE REQUEST A UNIT PRICE PER POUND DO NOT SUBMIT A PRICE PER 50# BAG AS YOUR UNIT PRICE. IF WE REQUEST A PRICE PER ROUND OF AMMUNITION DO NOT USE THE PRICE PER BOX OR THE PRICE PER CASE AS YOUR UNIT. SE =SET

TO BE AWARDEDAS ONE LOT.

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

R5643530

City of Amarillo
INVITATION FOR BIDS
Quote Number 7025
AMARILLO FIRE DEPT. CLASS "A"
UNIFORM - ANNUAL CONTRACT

Line No	Description	Item Number	Quantity Ordered	Units	Unit Price	Extended Price
1	CLASS A UNIFORM JACKET AND PANTS CLASS "A" PER BID SPECIFICATION FD-206, ISSUANCE DATED 03/05/21	200 85 76 02	30	SE	$693.25	20,797.50

Totals: 20,797.50

This price is an estimation as uniform prices are dinam and can be determened by adding up the specific section listed in the following pages of the request

Thank you,

By

04/13/2021 TUE 15:09 [JOB NO. 5949] ☑008

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

18.0 **Expedited tailoring (includes ship time):**
Expedited tailoring and shipping shall be any process that reduces the 8-week standard assembly and delivery of the uniform. Expedited tailoring shall include manufacturing of uniform and shipping out within:

18.1 1 day – $150.00
18.2 2 days – $125.00
18.3 3 days – $100.00
18.4 1 week – $ 85.00
18.5 2 weeks – $ 75.00
18.6 3 weeks – $ 65.00
18.7 4 weeks – $ 50.00
18.8 6 weeks – $ 35.00

Air freight to meet expedite times based on above concept is variable. A shiping cost calculator is used in real time to determine the added cost of freight to meet costomers time frame.

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

THE CITY OF AMARILLO, TEXAS

PURCHASE SPECIFICATION

FOR

Amarillo Fire Department Class A Uniform

1.0 CLASSIFICATION AND SCOPE

1.1 Classification

The Amarillo Fire Department (AFD) uses class A uniforms for members to wear to designated events. It is the goal of the AFD that these uniforms be consistent in make-up of materials and quality of finished product. As a department we will purchase 15-20 new uniforms a year and will have multiple uniforms sent in for promotion and Honor Guard (HG) changes.

1.2 Scope

It will be required of the vendor to make arrangements to travel to Amarillo to measure members for new uniforms or provide AFD personnel with the proper training to complete these measurements. A standardized measurement/order form will need to be provided by the vendor to the AFD for the ordering process.

1.3 Use

Manufacturing times of the uniform orders can be found in the specs listed later in this document. It is also requested that the vendor keep a stock of department patches, provided by the AFD, to reduce any delays in the manufacturing of the garment.

Date	Prepared by	Issuance/Revision	Using	Department Approval Purchasing
3-5-21	Sam Baucom/J.O.	Issuance	Fire	TD 3-5-21

3/12/21
Sam Baucom

Trent Davis

This specification, until revised or rescinded, shall apply to each future purchase and contract for the commodity described herein. Retain for future reference.

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

SPECIFICATION NO. FD-206

PAGE NO. 2 OF 10

$ 373.15 ea. (36 - 46)
$ 423.15 ea. (48 - 52)
$ 473.15 ea. (54 - 58)
$ 523.15 ea. (60 - 68)
→ jacket, buttons, & badge tab only (no alterations, stripping or emblem

2.0 Class A Uniform Jacket

- 2.1 Style –Double Breasted
- 2.2 1+ inches of seam allowance per seam (this enables a jacket to be let out up to 4 inches without compromising fit or appearance).
- 2.3 Weight. 12 oz.
- 2.4 Finish. Tropical Worsted
- 2.5 Blend. 55% Polyester / 45% Wool
- 2.6 Color. Black
- 2.7 Buttonholes. Military type cloth bound holes
- 2.8 Pockets. Black - One welt breast pocket and two lower open welt pockets,
- 2.9 Buttons. 6 Gold for Chief Officers, 6 Silver for Lead Firefighters (Captain) and below
- 2.10 Badge Tab. Black - Metal centered 1 inch above breast pocket, Navy Blue – Cloth on left breast

3.0 Class A Uniform Jacket Striping $ 13.90 per stripe (loose "not sewn")

- 3.1 Military lace sleeve braid (Class A)
- 3.2 Milltary nylon sleeve braid (Honor Guard)
- 3.3 Striping shall begin 2 ¾ inches above cuff of sleeve
- 3.4 Striping has ¼ Inch between each stripe
- 3.5 Striping shall be halfway or all the way around the sleeve

4.0 Class A Uniform Jacket Longevity Marks $ 5.95 per cross (loose "not sewn")

- 4.1 Line / color year of service marks
- 4.2 Chief Officers. One gold Maltese cross for every five years of service. Center above striping on left sleeve
- 4.3 Captains and Line Officers. One silver Maltese cross for every five years of service. 4.4 Center above striping on left sleeve

5.0 Class A Uniform Pant

$ 102.70 ea. (28 - 44)
$ 120.20 ea. (46 - 60)

- 5.1 Weight. 12 oz.
- 5.2 Finish. Black - Tropical Worsted
- 5.3 Blend. 55% Polyester / 45% Wool
- 5.4 Closure. Zipper fly – hook and eye fastener
- 5.5 Pockets. 2 side. 2 hip

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

8.8 3 Crossed Bugle $30.10 ea
8.9 4 Crossed Bugle $30.10 ea
8.10 5 Crossed Bugle $30.10 ea.

9.0 Belts $35.10 ea 26-44
$40.10 ea 46-60

9.1 Color. Black Leather with basket weave finish
9.2 Size. 1 ½ inch wide
9.3 Buckle. Gold or Silver

10.0 Ties $17.10 ea. regular
$19.10 ea. long

10.1 Style. Traditional 4inhand tie
10.2 Color. Black
10.3 Length. Regular or Long

11.0 Gloves $17.10 ea w/o dot
$19.10 ea w/dots

11.1 Style. With or Without gripper dots (Gripper dot gloves for HG only)
11.2 Color. White

12.0 Shoes $96.70 ea.

12.1 Style. Hi-Gloss Low quarter oxford
12.2 Color. Black Permashine

13.0 Uniform Patches $12.00 ea. Jacket application only
$ 6.00 ea. shirt application only

13.1 Department to supply patches for Jacket application
13.2 Placement Determined by Department Specifications

14.0 Full Uniform Package:

14.1 Class A Package

The Class A Package to include a jacket, badge tab, department supplied patches, sleeve striping, and Maltese crosses, cuffing of sleeves, pants, hemming of pants, cap, rank specific cap device, chin strap, side buttons, white dress shirt, tie, gloves, belt, buckle, and shoes.

$686.10 ea (36-46)
$736.10 ea (48-52)
$786.10 ea (54-58)
$836.10 ea (60-68)

04/13/2021 TUE 15:09 [JOB NO. 5949] 012

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

14.1.1 regular
14.1.2 oversize (listed above)

14.2 HG Package
The Honor Guard Package to include a jacket with red border epaulet, honor cord, badge tab, department supplied patches, cuffing of sleeves, pants with striping, hemming of pants, cap, black 911 chin strap, side buttons, white dress shirt, tie, gloves, belt, buckle, and shoes.

14.2.1 regular $794.35 ea (36 -46)
14.2.2 oversize $844.35 ea (48 - 52)
$894.35 ea (54 - 58)
$944.35 ea (60 - 68)

15.0 Coat and Pants Only

15.1 Class A Uniform
The Class A Uniform to include a jacket, badge tab, department supplied patches, sleeve striping, and Maltese crosses, cuffing of sleeves, pants, hemming of pants.

15.1.1 regular
15.1.2 oversize {(Section 2.0 + 5.0 + 17.0) 17.2 + 17.5}

15.2 HG Uniform
The Honor Guard Uniform to include a jacket with red border epaulet, badge tab, department supplied patches, cuffing of sleeves, pants with striping, and hemming of pants.

15.2.1 regular
15.2.1 oversize {(2.0 + 5.0 + 17.0 + 17.2 + 17.4 + 17.5)}

15.3 Women's Cut option (Package, Uniform, Jacket)
15.3.1 regular 16.1 + $50.00 ea.
15.3.2 oversize 16.2 + $ 50.00 ea.

14.1 or 15.1 or
14.2 or 15.2 or

Upon the need for a specific item the Amarillo Fire Department will need the ability to purchase these items separately from the offered packages. These items will be referred to as line items.

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

16.0 Cafeteria Package:

To be bid by line item.

16.1 Class A Jacket
The Class A Package includes a jacket, badge tab, department supplied patches, sleeve striping, and Maltese crosses and cuffing of sleeves.

16.1.1 regular
16.1.2 oversize — {(Section 2.0 + 17.0 + 17.2 + 17.5)}

16.2 Women's Cut option

16.2.1 regular 16.1.1 + $ 50.00
16.2.2 oversize 16.1.2 + $ 50.00

16.3 HG Jacket
The Honor Guard Jacket includes a jacket with red border epaulet, badge tab, department supplied patches, and cuffing of sleeves.

16.3.1 regular
16.3.2 oversize — {(Section 2.0 + 17.0 + 17.2 + 17.5)}

16.4 Women's Cut option

16.4.1 regular 16.3.1 + $ 50.00
16.4.2 oversize 16.3.2 + $ 50.00

16.5 Men's Pants

16.5.1 regular $ 102.70 ea (28-44)
16.5.2 oversize $ 120.20 ea. (46-60)

16.6 Women's Cut option (pant, skirt)

16.6.1 regular 102.70 ea. (6-18)
16.6.2 oversize 120.20 ea. (20-34)

16.7 Caps
Cap complete (no device) base cap $ 96.34 ea

16.7.1 Upgraded band + $ 25.00 (perforated band) Honor Guard option
16.7.2 Upgraded visor + $ 50.00 (scrambled eggs or flames)

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

16.7.3 Cap strap $19.10 ea
16.7.4 Gold / red $23.10 ea
16.7.5 Silver / red $23.10 ea
16.7.6 Black / red $23.10 ea
Cap side button (pair)
16.7.7 Gold (FD) $17.10 pr.
16.7.8 Silver (FD) $17.10 pr.

16.7 Cap Device
16.7.1 gold $30.10 ea
16.7.2 silver $29.10 ea
16.7.3 custom chaplain (Dept. provided) $66.35

16.8 White Shirt
16.8.1 Regular $64.45 ea.
16.8.2 Oversize $73.20 ea.
16.8.3 No patches

16.9 Tie (black, Standard)
16.9.1 Regular $17.10 ea.
16.9.2 Long $19.10 ea.

16.10 Belt, black with buckle, specify color (silver or gold)
16.10.1 Regular $35.10 ea.
16.10.2 Oversize $46.10 ea.

16.11 Buckle only
16.11.1 Silver $13.90 ea.
16.11.2 Gold $13.90 ea.

16.12 Gloves, Standard
16.12.1 Non texture $17.10 ea.
16.12.2 Textured $19.10 ea

16.13 Dress shoe, Oxford Permashine
16.13.1 Men's $96.30 ea.
16.13.2 Women's $96.30 ea.

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

16.14 Sleeve Striping
16.14.1 Gold metallic (1/2-inch only) $ 13.90 per stripe (loose)
16.14.2 Silver metallic (1/4 inch or 1/2-inch) $13.90 per stripe (loose)

16.15 HG only Shoulder Cord
16.15.1 Red braided $59.30 ea

16.16 HG only pant striping $37.20
16.16.1 1/2 inch (red)

16.17 Years of Service marks (Maltese Crosses) 1 cross per 5 years' service
16.17.1 Bullion thread silver or gold (individual) $ 5.95 per cross
16.17.2 Chaplain Crosses (pair) $125.10 per pair

16.18 Misc. Accessories
16.18.1 Badge tab holder (individual) $ 5.95 per badge tab holder $29.10 silver
16.18.2 Collar insignia, qty 2, specify rank upon order – same as 16.7 ($30.10 gold)
16.18.3 Gold FD jacket button (individual) $5.95 ea
16.18.4 Silver FD jacket button (individual) $5.95 ea
16.18.5 Washer (individual) $0.50 ea.
16.18.6 Toggle (individual) $0.50 ea.

All uniforms returned for upgrades shall have all new materials necessary to complete the alteration including replacing old rank/insignia to ensure all new upgrade materials match, excluding department patches and badge tab unless requested by department. The upgraded uniform shall appear consistent with that of a new uniform of the equivalent rank.

The alterations listed below enable the jacket to be modified to meet a given specification approved by the Amarillo Fire Department

17.0 Alterations

17.1 Jacket striping (1/4 inch or 1/2-inch)
17.1.1 add 1 stripe $ 90.15
17.1.2 add 2 stripes $ 106.65
17.1.3 add 3 stripes $123.60
17.1.4 add 4 stripes $140.55

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

SPECIFICATION NO. FD-206

PAGE NO. 9 OF 10

17.1.5 add 5 stripes $157.50

17.2 Maltese crosses (Maltese cross only (no striping))

		added to striping
17.2.1	add 1 cross $56.70	8.50
17.2.2	add 2 crosses $60.20	12.00
17.2.3	add 3 crosses $63.70	15.50
17.2.4	add 4 crosses $67.20	19.00
17.2.5	add 5 crosses $70.70	22.50
17.2.6	add 6 crosses $74.20	26.00
17.2.7	add 7 crosses $77.70	29.50
17.2.8	add 8 crosses $81.20	33.00
17.2.9	add 9 crosses $84.70	36.50
17.2.10	add 10 crosses $88.20	40.00

17.3 Jacket reconditioning $ 20.00

17.4 HG Pant Striping only

17.4.1 add one color stripe (red) $ 68.50

17.5 Patch removal, jacket

17.5.1 Patch Sewn, jacket $22.95

17.5.2 Patch Sewn, shirt $ 18.95

17.5.3 Take in/let out, side seams (jacket) 35.95 each seam

17.5.4 Take in/let out, pant waist $ 35.95 per pant

17.5.5 Add gusset, Jacket $ 125.00 per jacket

17.5.6 Add shoulder epaulets, qty 2 $ 50.00

17.5.7 Hem pants $ 22.95

17.5.8 Sew button, replacement per button $4.00 sew button only

$ 9.95 sew + button

All items/packages ship via standard ground freight with an 8-week production timeframe. Expedited tailoring and freight timeframes are listed below in the event the garment is needed outside of a standard 8-week window.

04/13/2021 TUE 15:09 [JOB NO. 5949] 017

Docusign Envelope ID: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5

$64.45 ea 14.5 – 17.5 (regular)
$73.20 ea 18.5 – 21.5 (oversized)

6.0 Dress Uniform Shirt

- 6.1 Style. Paragon
- 6.2 Color. White
- 6.3 Sleeves. Long Sleeve
- 6.4 Fabric. 65% polyester / 35% combed cotton
- 6.5 Pockets. Two pleated pockets with scalloped pockets
- 6.6 Badge Tab. Above left pocket
- 6.7 Military Creases
- 6.8 Cross-stitched shoulder straps

7.0 Dress Caps $96.34 per cap

- 7.1 Style. Bell-crown cap
- 7.2 Color. Black or White
- 7.3 Visor shape L59 black, 2 inches
- 7.4 Black poly serge crown or
- 7.5 Black Acetate lining
- 7.6 Haircloth – each of four projections behind outer fabric for firmness to hold the shape of the bell look.
- 7.7 Chin Strap. Gold, Silver, Black
- 7.8 Chin strap fabric to match sleeve braid
- 7.9 5 eyelets (one front center, two per side for ventilation)
- 7.10 Side Screw. Cap Device primary color match
- 7.11 Adjustable interior band (behind leather sweatband) enable cap to be adjusted to preferred fit.

8.0 Cap Devices

$29.10 ea (silver device)
$30.10 ea (gold device)

- 8.1 1-5/8 Cap Device (gold or silver alloy)
- 8.2 Screw back attachment with top center pin and jewelry style clutch
- 8.3 Scramble $29.10 ea.
- 8.4 Engine $29.10 ea.
- 8.5 Single Bugle $29.10 ea.
- 8.6 2 Parallel Bugle $29.10 ea.
- 8.7 2 Crossed Bugle $30.10 ea.

Certificate Of Completion

Envelope Id: 86A114F8-E12F-4B61-AEEF-0BA0D71DA9E5
Status: Completed
Subject: SIGNATURE: Cooperative Purchasing Agreement Class A Uniforms-Lighthouse Uniform Company (OFR/250699)
Source Envelope:
Document Pages: 28
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 172.56.75.181

Record Tracking

Status: Original
6/6/2025 4:25:42 PM
Holder: April Adolf
aadolf@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
Ben Meyerson bmeyerson@lighthouseuniform.com Secretary Security Level: Email, Account Authentication (None)	DocuSigned by: Ben Meyerson AA209621BABD4D0... Signature Adoption: Pre-selected Style Using IP Address: 172.56.105.26	Sent: 6/6/2025 4:58:53 PM Viewed: 6/6/2025 5:06:50 PM Signed: 6/6/2025 5:23:12 PM
Electronic Record and Signature Disclosure: Accepted: 6/6/2025 5:06:50 PM ID: d20a16e1-0889-4442-a136-e24ed72a81a4		
William E. Sexton wsexton@ocalafl.gov Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/6/2025 5:23:13 PM Viewed: 6/12/2025 12:09:49 PM Signed: 6/13/2025 3:34:43 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/13/2025 3:34:45 PM Viewed: 6/24/2025 8:54:57 AM Signed: 6/24/2025 8:55:08 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/24/2025 8:55:10 AM Viewed: 6/24/2025 9:40:40 AM Signed: 6/24/2025 9:40:57 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 6/24/2025 9:40:40 AM ID: 42a52152-bf11-4741-a611-519ef4ef856d		

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	6/6/2025 4:58:54 PM
Certified Delivered	Security Checked	6/24/2025 9:40:40 AM
Signing Complete	Security Checked	6/24/2025 9:40:57 AM
Completed	Security Checked	6/24/2025 9:40:57 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

AGREEMENT FOR ELEVATOR/LIFT PREVENTATIVE MAINTENANCE SERVICES

THIS AGREEMENT FOR ELEVATOR/LIFT PREVENTATIVE MAINTENANCE SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ORACLE ELEVATOR HOLDCO, INC. D/B/A ORACLE ELEVATOR COMPANY** a foreign profit corporation duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN: 82-1431166) ("Contractor").

WHEREAS, on March 28, 2023, City issued an Invitation to Bid ("ITB") for the provision of monthly and as-needed preventative maintenance services on elevators and lifts at multiple facilities throughout the City of Ocala to support the City of Ocala Facilities Department, ITB No.: FAC/230355 (the "Solicitation"); and

WHEREAS, two (2) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, Oracle Elevator Company was chosen as an intended awardee for the provision of providing monthly and as-needed preventative maintenance services on elevators and lifts at multiple facilities throughout the City of Ocala ("the Services"); and

WHEREAS, Contractor certifies that Contractor is qualified and possesses the required licensure, skills, and experience to perform the work required for the Services.

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

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   Exhibits to Agreement: The Exhibits to this Agreement are as follows:

   Exhibit A: Scope of Work (A-1 through A-4)

   Exhibit B: Price Proposal (B-1)

   If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.
3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, and permits necessary for Contractor to perform its obligations under this Agreement as set forth the attached **Exhibit A - Scope of Work** and Contract Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** The highest total compensation payable to Contractor by City under this Agreement for the timely and satisfactory performance of services in compliance with the Contract Documents shall be **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory performance

of services to the City over the Term of the Agreement in accordance with the Contract Documents and unit pricing set forth below.

B. **Pricing.** Compensation shall be payable to Contractor based on the pricing set forth in **Exhibit B – Price Proposal** and may only be adjusted by written amendment executed by both parties.

C. **Renewal Pricing Increases.** Pricing shall remain firm and fixed during the Initial Term of this Agreement. Any renewal price adjustment shall be subject to negotiation and must be approved by the City of Ocala. Vendor shall submit a written request for price adjustment identifying the reason for the price increase, and attach suitable documentation in support of same, no less than **NINETY (90) DAYS** prior to the expiration of the then-existing Contract Term. No retroactive price adjustments will be allowed. Pricing increases shall not exceed the lesser of: (i) the amount of the percentage increase reflected in the Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted, based upon the most recent **TWELVE (12) MONTH** period; or (ii) **THREE PERCENT (3%) ANNUALLY** unless there are mitigating market conditions.

D. **Invoice Submission**. Contractor must invoice within **TWENTY-FOUR (24) HOURS** after completing work. Contractor will be given a cover sheet provided by the City. The coversheet must be filled out correctly and submitted with each invoice. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, an Invoice Date and Location of Services. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Facilities Department**, 1805 NE 30th Ave., Bldg. 200 Ocala, Florida 34470 Attn: **John King**, E-Mail: facilities@ocalafl.org Telephone: (352) 401-6993.

E. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

F. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

G. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

H. **Amounts Due to the City**. Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement.

I. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **JULY 8, 2023** and continue for a term of **TWO (2) YEARS**, through and including **JULY 7, 2025**. This Agreement may be renewed for **TWO (2)** additional **ONE-YEAR (1-Year)** periods by written consent between City and Contractor.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure.

   C. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

6. **INSPECTION AND ACCEPTANCE OF THE WORK**. All services, work, and materials provided by Contractor under this Agreement shall be provided under the direction and to the satisfaction and approval of the Project Manager.

   A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials, the rate of progress of the work, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the Services.

   B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or safety precautions or programs incident to Contractor's provision of Services under this Agreement.

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

7. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

      (1) Contractor's performance or workmanship falls below acceptable City or trade standards;

      (2) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

      (3) Contractor provides material that does not meet the specifications of the Agreement;

      (4) Contractor fails to complete the work required within the time stipulated in the Agreement; or

      (5) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

   B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

   C. **City's Remedies Upon Contractor Default**. In the event Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

      (1) City shall be entitled to terminate this Agreement without further notice;

      (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;

      (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and

      (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Contractor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

8. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

9. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

10. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.

B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.

C. Contractor has had an opportunity to visit, has visited, and has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.

D. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

E. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

F. **Disclaimer.** EXCEPT FOR THE LIMITED WARRANTY IN THIS AGREEMENT, CONTRACTOR AND ITS EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS PROVIDE THE SERVICES AND DELIVERABLES ON AN AS-IS AND AS-AVAILABLE BASIS AND MAKE NO OTHER

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND ALSO DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR THE PARTICULAR PURPOSE.

11. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
    A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures, and safety precautions or programs incident thereto.
    C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
    D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
    E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
12. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
13. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
14. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
15. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:
    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and

B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.

C. Policy must include coverage for contractual liability and independent contractors.

D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

16. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**

17. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. Certificates of Insurance. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention:

Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org. Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. Failure to Maintain Coverage. In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.

E. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation policies.

F. Notice of Cancellation of Insurance. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.

G. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

H. Severability of Interests. Contractor shall arrange for its liability insurance to include, or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

18. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;

B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

19. **TRAFFIC CONTROL AND BARRICADES.** Contractor shall mitigate impact on local traffic conditions to all extents possible. Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

20. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

21. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

22. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

23. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.

24. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

25. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City,

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

26. **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.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

27. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

28. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

29. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

30. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

31. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

32. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

33. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

34. **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.

35. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile

transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Oracle Elevator Company Attention: Harper Smith 7101 Presidents Drive, Suite 265 Orlando, Florida 32809 Phone: 352-745-4787 E-mail: harper.smith@oracleelevator.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.org
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.org

36. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

37. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

38. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
39. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
40. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
41. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
42. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
43. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
44. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
45. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
46. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
47. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible

to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on 9/15/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
F82769461C4E4E5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...

William E. Sexton, Esq.
City Attorney

ORACLE ELEVATOR HOLDCO, INC.

DocuSigned by:
Michael A. West
74CC87A4AC07423...

By: Michael A. West
(Printed Name)

Title: Senior Vice President
(Title of Authorized Signatory)

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

BACKGROUND

Contractor shall provide monthly and as-needed preventative maintenance and repair services on elevators and lifts at multiple facilities throughout the City of Ocala supporting the Facilities department.

PROJECT SUMMARY, DELIVERABLES AND HOURS

1. **Project Summary:** Contractor will be required to perform the following services for the City of Ocala:
   - Monthly preventative maintenance on elevators and lifts located throughout the City of Ocala Facilities. All reports must be completed. Inspections shall be scheduled one week in advance.
     - Contractor shall be responsible for providing service maintenance reports for each elevator to City which sets forth all performed repair and maintenance tasks. The service reports must include a log sheet for signature by the certified elevator technician performing the maintenance. The service report shall also include page(s) for documenting all required inspections and tests, as well as all related maintenance, repair, and replacement information. Service reports shall remain on site in the elevator room at all times.
     - Contractor shall document, in writing, the findings of all inspections and preventative maintenance tasks performed for each elevator and lift. A copy of each report must be submitted to the City Project Manager no later than three (3) business days after the performance of an inspection or maintenance. In the event an inspection reveals a safety concern or critical deficiency, Contractor must report the condition to the City Project Manager within two (2) hours of discovery. The term critical deficiency shall be defined as any condition affecting the safety of City personnel, or the public, or as an elevator or lift's inability to function reliably.
   - Repair services as needed
     - Repair calls made by City to Contractor during normal working hours, Contractor shall guarantee a response time of four (4) hours.
     - Repair calls made by City to Contractor outside of normal working hours, Contractor shall guarantee a response time of three (3) hours.
     - Repair calls deemed as an emergency repair made by City to Contractor, Contractor shall guarantee a response time of one (1) hour.
   - Safety testing as required by the current State of Florida elevator safety code.
   - Contractor repair facility must be within 50 miles from the City of Ocala limits.
   - Maintain an inventory of routine parts that are always available. Elevators and lifts shall not be out of service for replacement or repair due to a routine part, no longer than the day of the call for service. Contractor shall be required to retain suppliers capable of providing non-routine parts within two (2) business day of the call for service.
   - Contractor shall exam, lubricate, adjust, calibrate, and repair covered components as needed pursuant to manufacturer's recommendations. Contractor shall be solely responsible for the removal of rust from all components of the elevator system.
2. **Deliverables:** The Contractor shall provide monthly reports of all work in progress. Deliverables must be provided to the City of Ocala Project Manager before payment for such work.

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

3. **Working Hours:** The normal/standard working hours for these Services are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. Contractor shall provide 48-hour advance notice to City Project Manager for work outside normal shift hours. The City may decline the request.

WRITTEN QUOTES

1. The Contractor shall submit a detailed written estimate of the proposed repair services prior to any work being performed by the Contractor. Written quotes shall be submitted within three (3) days of the initial request by the City. The Contractor shall submit an itemized not-to-exceed price, giving a full description of repairs needed.
2. Written quotes shall list the location name and address. The project estimate shall list each and every item per specifications, i.e., items and quantity, and all hardware items used. Each quote shall be submitted to the City Project Manager by email with a clear sketch or drawing (if applicable).

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent Contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must have a visible company name/logo on the outside of the vehicle.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Contractor for the performance of services:
   A. Access to City buildings and facilities to perform the work.
   B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
   C. Provide office facilities for the Contractor, if needed.

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. The Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Installation shall be in compliance with all requirements and instructions of applicable manufacturers.
4. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
5. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
6. Data collected by the Contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
7. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes Word, Excel, PowerPoint, Access, or any other software as specified and approved by City staff.
8. The Contractor shall submit an invoice for completed repairs within 24 hours of work completed.

SUB-CONTRACTORS

1. Contractor must perform a minimum of 70% of the work with their own forces.
2. Services assigned to sub-Contractors must be approved in advance by the City Project Manager.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** The Contractor shall keep the premises free at all times from the accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not be limited to:
   A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonably neat condition.
   B. Work site will be completely cleaned after each day of work.
   C. Contractor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean entire work area as applicable.
   A. All furnishings and equipment shall be placed back in their original locations.
   B. All work areas must be returned to their original condition.

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

C. The Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*

SAFETY

1. The Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-Contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed, or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

WARRANTY

1. Contractor will provide a one-year material and labor warranty from the date of completion, against operational failure caused by defective material or workmanship which occurs during normal use.
2. All manufacturer warranty documentation and owner/operator manuals must be provided before final payment request.

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

Exhibit B - PRICE PROPOSAL

CONTRACT# FAC/230355

Elevetor-Lift Preventative Maintenance and Repoairs

Oracle Elevator

INITIAL CONTRACT TERM PRICING

ITEM	DESCRIPTION	UOM	QTY	UNIT COST
1	Police Department (402 S. Pine Avenue) Two (2) Dover Hydraulic Passenger - Main Lobby Unit 2-Floors Speed - 125	MONTHLY	2	$ 900.00
2	Water Reclamation Facility #3 (3100 SW 67th Avenue) Dover Hydraulic Passenger Main Lobby Unit 2-Floors Speed - 100	MONTHLY	1	$ 900.00
3	Electric Customer Service (201 SW 3rd Street) Schindler Hydraulic Passenger - Main Lobby Unit 2-Floors Speed - 100	MONTHLY	1	$ 900.00
4	Power Plant Business Incubator (405 SE Osceola Avenue) Dover Hydraulic Passenger Main Lobby Unit - 2-Floors Speed - 100	MONTHLY	1	$ 900.00
5	Fleet Department (1805 NE 30th Avenue, Bldg. 200) Access Industrial Wheelchair Lift Main Lobby Unit - 2-Floors	MONTHLY	1	$ 600.00
6	SunTran (1805 NE 30th Avenue, Bldg. 900) Garaventa Genesis Lift	MONTHLY	1	$ 600.00
7	Marion Theater (50 South Magnolia Avenue) **One Lift (Schindler); One Elevator (Miami Elevator)**	MONTHLY	2	$ 750.00
8	Fire Station #6 (5220 SW 50th Court) - Schindler	MONTHLY	1	$ 900.00
9	Discovery Science Center (701 NE Sanchez Avenue) Schindler Hydraulic Passenger Elevator- 2 Floors- Capacity 10000	MONTHLY	1	$ 900.00
10	Parking Garage (298 SE Broadway Street) Hydraulic Passenger Elevator- 3 Floors- Capacity 3000	MONTHLY	1	$ 900.00
11	City Hall (110 SE Watula Avenue) Traction Passenger Elevator- 4 Floors- Capacity 2500	MONTHLY	1	$ 2,400.00
12	Airport - Air Traffic Control Tower (3001 SW 67th Avenue) Mowery Hydraulic - 7 Floors - 2,500 Capacity - Speed - 150	MONTHLY	1	$ 960.00
13	Mary Sue Rich	MONTHLY	1	$ 900.00

DocuSign Envelope ID: 5203601B-6780-4B5B-8569-FF2860A19ED9

Additional Pricing			
ITEM	**DESCRIPTION**	**UOM**	**UNIT COST**
14	Repair Service Call - Regular Hours	HOUR	$ 265.00
15	Repair Service Call - After Hours Rate	HOUR	$ 487.50
16	Materials Mark-Up	Percent	$ 15.00

DocuSign

Certificate Of Completion

Envelope Id: 5203601B67804B5B8569FF2860A19ED9
Subject: Elevator Maintenance Services, Oracle Elevator Co. (FAC/230355)
Source Envelope:
Document Pages: 20
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 4
Initials: 0

Status: Completed

Envelope Originator:
Brittany Craven
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
biverson@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
9/11/2023 10:35:50 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Brittany Craven
biverson@ocalafl.org
Pool: StateLocal
Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Michael A. West harper.smith@premier-oracle.com Senior Vice President Security Level: Email, Account Authentication (None)	DocuSigned by: Michael A. West 74CC87A4AC07423... Signature Adoption: Pre-selected Style Using IP Address: 166.205.159.44	Sent: 9/11/2023 10:38:25 AM Resent: 9/11/2023 1:32:47 PM Resent: 9/13/2023 12:00:56 PM Viewed: 9/14/2023 4:33:42 PM Signed: 9/14/2023 6:27:25 PM
Electronic Record and Signature Disclosure: Accepted: 9/12/2023 9:03:26 AM ID: 8b8b01db-bb27-4d24-ac65-d260895f5167		
William E. Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William E. Sexton B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 9/14/2023 6:27:26 PM Viewed: 9/15/2023 9:09:43 AM Signed: 9/15/2023 9:10:00 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 9/15/2023 9:10:02 AM Viewed: 9/15/2023 9:10:53 AM Signed: 9/15/2023 9:17:32 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Angel B. Jacobs ajacobs@ocalafl.gov April 19 City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs F82769461C4E4E5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 9/15/2023 9:17:33 AM Viewed: 9/15/2023 9:19:14 AM Signed: 9/15/2023 9:19:31 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/11/2023 10:38:25 AM
Envelope Updated	Security Checked	9/11/2023 1:32:47 PM
Certified Delivered	Security Checked	9/15/2023 9:19:14 AM
Signing Complete	Security Checked	9/15/2023 9:19:31 AM
Completed	Security Checked	9/15/2023 9:19:31 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: 8533C913-9534-4BAA-B580-B45CCA5983CA

FIRST AMENDMENT TO AGREEMENT FOR COMMERCIAL GRADE LIQUID SODIUM HYPOCHLORITE SUPPLY AND DELIVERY

THIS FIRST AMENDMENT TO AGREEMENT FOR COMMERCIAL GRADE LIQUID SODIUM HYPOCHLORITE SUPPLY AND DELIVERY ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **ODYSSEY MANUFACTURING COMPANY**, a foreign for-profit corporation duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN: 65-0846345) ("Vendor").

WHEREAS, on September 20, 2023, City and Vendor entered into an Agreement for the provision of commercial grade liquid sodium hypochlorite (the "Original Agreement"), City of Ocala Contract Number: WRS/230584, for a term of two (2) years starting October 1, 2023, through September 30, 2025; and

WHEREAS, City and Vendor now desire to renew the Original Agreement for the first of two one-year renewal terms available under the Original Agreement and to increase the Pricing Schedule by 2.3% for the Renewal Term.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect except for those terms and conditions expressly amended by this First Amendment.

3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional (1) one-year term beginning on **OCTOBER 1, 2025**, and terminating **SEPTEMBER 30, 2026**. Thereafter, this Agreement may be renewed for **ONE (1)** optional **ONE (1) YEAR** period by written consent between City and Vendor.

4. **COMPENSATION.** City shall pay Vendor a price not to exceed the maximum limiting amount of **SIX HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($625,000)** (the "Contract Sum") for the satisfactory performance of services over the Renewal Term. Compensation paid to Vendor shall be paid in accordance with the pricing schedule set forth below:

Description	UOM	Price
Commercial Grade Liquid Sodium Hypochlorite	Gallon	$1.79

5. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

Docusign Envelope ID: 8533C913-9534-4BAA-B580-B45CCA5983CA

If to Vendor:	Odyssey Manufacturing Company Attention: Patrick Allman 1484 Massaro Boulevard Tampa, Florida 33619 Phone: 813-635-0339 E-mail: pallman@odysseymanufacturing.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

7. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.

8. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

Docusign Envelope ID: 8533C913-9534-4BAA-B580-B45CCA5983CA

IN WITNESS WHEREOF, the parties have executed this First Amendment on _____.

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Kristen Dreyer
City Council President

Approved as to form and legality:

Signed by:
William E. Sexton
4A55A88A8ED04F3...
William E. Sexton, Esq.
City Attorney

ODYSSEY MANUFACTURING COMPANY

DocuSigned by:
Patrick Allman
BE2DC31B517F4B3...

By: Patrick Allman
(Printed Name)

Title: General Manager
(Title)

Certificate Of Completion

Envelope Id: 8533C913-9534-4BAA-B580-B45CCA5983CA
Status: Completed
Subject: First Amendment to Agreement for Commercial Grade Liquid Sodium Supply & Delivery (WRS/230584)
Source Envelope:
Document Pages: 3
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/30/2025 8:22:01 AM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Patrick Allman pallman@odysseymanufacturing.com General Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Patrick Allman BE2DC31B517F4B3... Signature Adoption: Pre-selected Style Using IP Address: 47.206.199.28	Sent: 6/30/2025 8:25:04 AM Viewed: 7/3/2025 8:47:42 AM Signed: 7/6/2025 11:48:22 AM
Electronic Record and Signature Disclosure: Accepted: 7/3/2025 8:47:42 AM ID: 039448aa-9de6-404f-b9d9-be5468b60025		
William E. Sexton wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/6/2025 11:48:23 AM Viewed: 7/7/2025 10:34:42 AM Signed: 7/7/2025 10:36:58 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		

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	6/30/2025 8:25:04 AM
Certified Delivered	Security Checked	7/7/2025 10:34:42 AM
Signing Complete	Security Checked	7/7/2025 10:36:58 AM
Completed	Security Checked	7/7/2025 10:36:58 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: 6AB32618-2000-41C2-99C0-C0E261B8BE12

CONTRACT# 220321

CITY OF OCALA
CONTINUING PROFESSIONAL SERVICES
CONTRACT WORK ORDER

WORK ORDER NUMBER # 10

EFFECTIVE DATE: 7/15/25

DS DR
Contracting Officer Approval/Initials

Project Title: City of Ocala AE Floodplain Model Revision

To: *Black & Veatch Corporation*
201 South Orange Ave
Suite 500
Orlando, FL 32801

Attn: *Mr. Sam Miller, PE*

FUNDING SOURCE: Professional Services

EXPENDITURE ACCOUNT NUMBER: 158-020-430-538-53-31010

In accordance with ROQ 11-004 and the City Council Agreement you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed **$186,243 .**

Requested By: _____ **Date:** 7/18/2025
Department Director

Approved By: _____ **Date:** _____
Council President

Created By: Nyla Nguyen **Date:** 7/17/2025

Docusign Envelope ID: 6AB32618-2000-41C2-99C0-C0E261B8BE12

TASK ORDER NO. 10 TO THE AGREEMENT ENG/220321
SCOPE OF SERVICES

Owner: City of Ocala, Florida
Engineer: Black & Veatch Corporation
Project: AE Model Revision

BACKGROUND

The City of Ocala (City) has completed several floodplain revisions within their Zone A and Zone AE floodplains, which were developed from different Flood Insurance Studies (FIS). The city has had multiple challenges with FEMA accepting modifications to the AE floodplain, causing confusion and delays in accepting the previous letter of map revision (LOMR). With several Watershed Models completed that overlay the City's AE floodplains, a programmatic update to the AE flood zones can be completed and gain acceptance from FEMA so that future map revisions utilize the latest information. Refer to Figure 1 for the extent of the Cities AE flood model. The models used for the refinement within the AE flood model will include the Florida Ridge Model, Ocklawaha Marion, Lake Panasoffkee Model, Marshall Swamp, and West Ocala.

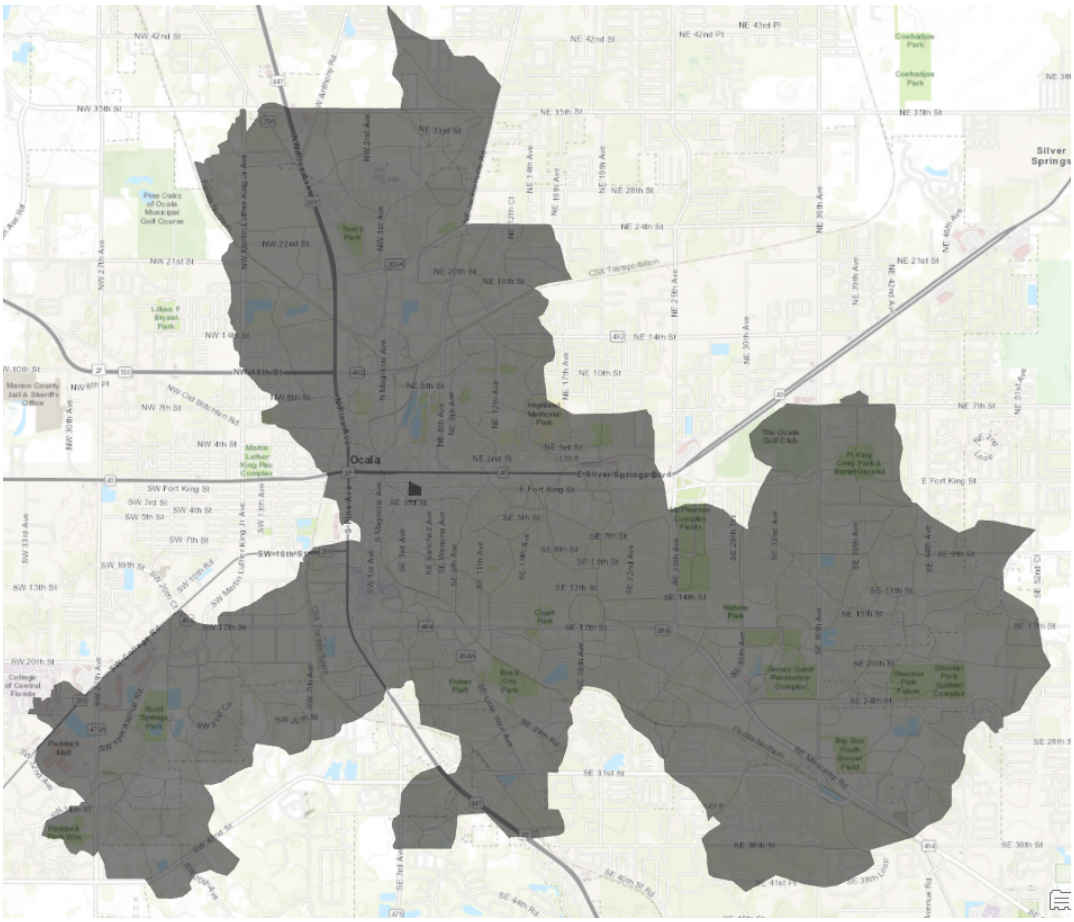


Figure 1: Extent of AE Flood Zone

The City has requested Black & Veatch (Consultant) to provide engineering services to support preparing the revised AE model, LOMR package, and corresponding RAI Response.

Docusign Envelope ID: 6AB32618-2000-41C2-99C0-C0E261B8BE12

Scope of Services

The Scope of Services, by Task, included under this Amendment is summarized below. The City will pay all LOMR fees, which are not included in this scope and fee estimate.

Task 1 – Project Kick-Off Meeting and Data Collection

The Consultant will schedule and conduct one (1) project kickoff meeting. Attendees will include the Consultant's Project Manager, the Project Engineer, the City's Project Manager, and other key City staff. The goal of the meeting will be to confirm project goals, roles, and responsibilities and to review the scope of services and schedule to ensure mutual understanding and enhance collaboration among project stakeholders and participants. The data request will include drawings, record drawings, geotechnical testing, stormwater models, GIS, and other necessary information.

This task will be billed on a lump sum basis. The consultant will prepare a project data request for the City that will be discussed in the Kick-Off Meeting.

Task 2 – Corrected Effective/ Existing Condition Model Preparation

The Consultant will update the duplicate effective model to the corrected effective model utilizing readily available data, such as soils, basin delineation, other regional models, land use, record drawings, previous LOMR applications, and the 2021 digital elevation model (DEM). Then, the existing conditions model will be prepared to incorporate information from up to five flood control projects, such as Fisher Park, SE Watula, DRAs, and other relevant flood control projects, which will be incorporated where survey information is available. During model development, the Consultant will coordinate with the FEMA Clearing House to ensure all the latest information for this area has been incorporated into the model and that there is consistency among the models. The Consultant will anticipate two (2) weeks for City review and two (2) weeks to address City comments as part of the schedule.

This task will be billed on a lump sum basis.

Task 3 – Letter of Map Revision (LOMR) Package Preparation

The Consultant will prepare a draft of the LOMR package and document the findings. All materials developed for the LOMR will be made available to City staff for review and approval before submittal, and all materials, data, and model data sets will be provided to the City in digital and paper copy, as appropriate. As part of the LOMR application, the Consultant will prepare a model report that documents the refinements that took place as part of the documentation process for FEMA. The Consultant will anticipate two (2) weeks for City review and two (2) weeks to address City comments as part of the schedule. The Consultant will hold a Task 3 coordination meeting to discuss the LOMR package and coordinate with the City on initial comments.

This task will be billed on a lump sum basis. The Consultant will work with the City to submit the revised LOMR documentation online.

Task 4 – National Flood Insurance Program Additional Data Required to Support LOMR

The Consultant will provide support in response to any potential requests from the National Flood Insurance Program (NFIP) as part of their initial review. The Consultant will prepare a response to the NFIP request for additional data. The response letter will address each comment and prepare the necessary documentation. The Consultant will work with the City to submit the revised LOMR documentation online to NFIP. All materials developed for additional data requests will be made available to City staff for review and approval before submittal, and all materials, data, and model data sets will be provided to the City in digital and paper copy, as appropriate. The Consultant will anticipate two (2) weeks for City review and two (2) weeks to address City comments as part of the schedule.

Docusign Envelope ID: 6AB32618-2000-41C2-99C0-C0E261B8BE12

Because the exact scope of this task is currently unknown, the time under this task will be billed on a time & material basis until the allocated budget is spent.

Task 5 – RAI Response Support
In the event of a request for additional information (RAI) from FEMA or NFIP, the consultant will provide additional support as needed at the request of the City. Supplementary support may include refining model information, updating tables, reviewing other local models, and performing other tasks. This effort does not include field visits or survey efforts. This task assumes that the existing models will sufficiently complete the LOMR. All materials developed for the RAI will be made available to City staff for review and approval before submittal, and all materials, data, and model data sets will be provided to the City in digital and paper copy, as appropriate. The Consultant will anticipate two (2) weeks for City review and two (2) weeks to address City comments as part of the schedule.

Because the exact scope of this task is currently unknown, the time under this task will be billed on a time & material basis until the allocated budget is spent.

Project Schedule (Based on Calendar Days from NTP)

Description	Days Elapsed from Notice to Proceed
Task 1 – Project Kick-Off Meeting and Data Collection	21
Task 2 – Model Preparation and Survey Coordination	200
Task 3 – Letter of Map Revision (LOMR) Package Preparation	220
Task 4 – National Flood Insurance Program Additional Data Required to Support LOMR	400
Task 5 – Supplemental RAI Response Support	580

Attachments:
A – Fee Worksheet

Docusign Envelope ID: 6AB32618-2000-41C2-99C0-C0E261B8BE12

OCALA - Task Order No.10										
AE Model Revision										
Attachment A										
DESCRIPTION										
		Project	**Senior**		**Senior**					
		Manager	**Engineer**	**Engineer**	**Accontant**	**Accountant**	**Clerical**			
		1	**2**	**1**						
										Total
	Billing Rate ($/hr)==>	$200.51	$255.24	$137.04	$148.25	$128.27	$105.50	Hours	Labor	
Task 1 – Project Kick Off Meeting and Data Collection		8	8	8	2	2	2	30	5,506	5,506
Task 2 – Corrected Effective/ Existing Condition Model Preparation		32	40	450	6	6	6	540	80,586	80,586
Task 3 – Letter of Map Revision (LOMR) Package Preparation		24	40	160	6	6	6	242	39,240	39,240
Task 4 – National Flood Insurance Program Additional Data Required to Support LOM		32	40	140	3	3	3	221	36,958	36,958
Task 5 – RAI Response Support		32	32	60	3	3	3	133	23,952	23,952
	hours	128	160	818	20	20	20		1,166	
	labor	$25,665	$40,838	$112,099	$2,965	$2,565	$2,110		$186,243	**$186,243**

Certificate Of Completion

Envelope Id: 6AB32618-2000-41C2-99C0-C0E261B8BE12 Status: Completed

Subject: SIGNATURE: TWO #10 - City of Ocala AE Floodplain Model Revision - Black & Veatch (ENG/220321)

Source Envelope:

Document Pages: 5 Signatures: 0 Envelope Originator:

Certificate Pages: 4 Initials: 1 Patricia Lewis

AutoNav: Enabled 110 SE Watula Avenue

EnvelopeId Stamping: Enabled City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada) Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original Holder: Patricia Lewis Location: DocuSign

7/23/2025 2:11:02 PM plewis@ocalafl.org

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: City of Ocala - Procurement & Contracting Location: Docusign

Signer Events	Signature	Timestamp
Daphne Robinson drobinson@ocalafl.org Contracting Officer Security Level: Email, Account Authentication (None)	DS Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/23/2025 2:11:54 PM Viewed: 7/25/2025 6:32:35 PM Signed: 7/25/2025 6:32:41 PM

Electronic Record and Signature Disclosure:
Accepted: 7/25/2025 6:32:35 PM
ID: 191eb688-e4df-4c8b-8881-8ea57dbaf030

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	7/23/2025 2:11:54 PM
Certified Delivered	Security Checked	7/25/2025 6:32:35 PM
Signing Complete	Security Checked	7/25/2025 6:32:41 PM
Completed	Security Checked	7/25/2025 6:32:41 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

CONSTRUCTION SERVICES AGREEMENT FOR THE SW 44TH/46TH AVENUE FOUR-LANE EXTENSION

THIS CONSTRUCTION SERVICES AGREEMENT FOR THE SW 44TH/46TH AVENUE FOUR-LANE EXTENSION (Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **COMMERCIAL INDUSTRIAL CORP.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-2407001) ("Contractor").

R E C I T A L S:

WHEREAS, on March 13, 2025, City issued an Invitation to Bid ("ITB") for the provision of construction services related to the four-lane extension of SW 44th/46th Avenue, ITB No.: CIP/250467 (the "Solicitation"); and

WHEREAS, a total of four (4) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, Commercial Industrial Corp. was determined to be the lowest responsive and responsible bidder; and

WHEREAS, Commercial Industrial Corp. was chosen as the intended awardee to provide construction services related to the four-lane extension of SW 44th/46th Avenue (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project; and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

T E R M S O F A G R E E M E N T:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the quote submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement. Each of these documents are incorporated herein by reference for all purposes.
   If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

      Exhibit A: Scope of Work (A-1 through A-9)
      Exhibit B: Price Proposal (B-1 through B-2)
      Exhibit C: Plan Set (C-1)
      Exhibit D: Solicitation Answers (D-1)

      If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B then (3) Exhibit C, then (4) Exhibit D.

   B. **Project Specifications**: In addition to the Contract Documents and up-to-date copies of shop drawings, this project will require the Contractor to have the following specifications and documents, which are incorporated by reference:

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

i. **City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure"** available at: www.ocalafl.gov/home/showpublisheddocument/24606

Florida Department of Transportation ("FDOT") Standard Specifications for Road and Bridge Construction (latest edition) available at: http://www.fdot.gov/programmanagement/Implemented/SpecBooks/.

Florida Department of Transportation Standard Plans for Road and Bridge Construction (latest edition): https://www.fdot.gov/design/standardplans/sprbc.shtm

Manual on Uniform Traffic Control Devices (MUTCD), latest edition which can be obtained by downloading from: https://www.fdot.gov/traffic/trafficservices/mutcd.shtm

Florida Department of Transportation Florida Greenbook (latest edition), can be obtained by downloading from: https://www.fdot.gov/roadway/floridagreenbook/fgb.shtm

If there is a conflict between the individual Project Specifications regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedents to the most restrictive specification.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. Prime contractor must perform a minimum of **SIXTY PERCENT (60%)** of the work with its own forces. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Contractor a maximum limiting amount of **THREE MILLION, FOUR HUNDRED THIRTY-THREE THOUSAND, SIX HUNDRED SEVENTY-SEVEN AND 44/100 DOLLARS ($3,433,677.44)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the unit pricing schedule in **Exhibit B – Price Proposal** and other requirements set forth in the Contract Documents. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.

   A. **Monthly Progress Payments**: The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable federal and/or state laws.

   B. **Project Schedule and Progress Reports**. A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.

   C. **Invoice Submission**. Invoicing shall be completed on an A1A – G703 - Application & Certification type document for payment. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall invoice once a month. Contractor shall submit a Certificate of Disbursement of Payment with each invoice after the first payment. In addition, Contractor shall also submit an updated

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

schedule and Construction Compliance with Specifications and Plans with each invoice. Contractor shall be provided with a cover sheet for invoicing. This cover sheet must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Engineering & Water Resources Department,** Attn: **Paul Constable**, **1805 NE 30th Avenue, Building 700, Ocala, Florida 34470** E-Mail: pconstable@ocalafl.gov.

D. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

E. **Retainage.** City shall withhold an amount equal to **FIVE PERCENT (5%)** of each monthly progress payment as retainage to secure Contractor's full and faithful performance of its obligations under this Agreement (the "Retainage"). Contractor shall not be entitled to any interest received by City on Retainage. The Retainage shall be payable to Contractor, subject to the provisions of this subsection, upon satisfaction of the following conditions precedent: (1) confirmation from the City Project Manager that Contractor has satisfactorily completed all work in accordance with the provisions of the Agreement; and (2) receipt of the Consent of Surety of the recorded bond for final payment.

F. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

G. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

H. **Amounts Due to the City**. Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

I. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

A. Contractor shall mobilize and commence work no later than **TEN (10)** working days from the date of issuance of a Notice to Proceed for the project by City. At no time will the Contractor be allowed to lag behind.

B. **All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager within TWO HUNDRED TEN (210) days of the start date indicated on the Notice to Proceed and ready for final payment within THIRTY (30) days of substantial completion**.

C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.

D. **Weather Days:** Contractor shall submit a written request to the City Project (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final. Contractor performance and execution of work shall be considered in the determination for granting additional days.

E. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies, or interference, except as provided in this Agreement.

F. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.

6. **LIQUIDATED DAMAGES FOR LATE COMPLETION**. The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Substantial Completion and/or Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Substantial Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **TWO THOUSAND, SIX HUNDRED FIFTY AND NO/100 DOLLARS ($2,650)** per day for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion in the Contract Documents. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract Documents for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City, as liquidated damages and not as a penalty, additional sum of **TWO HUNDRED AND NO/100 DOLLARS ($200)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.

A. **No Waiver of Rights or Liabilities**. Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final

Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.

B. **Right to Withhold or Deduct Damages**. When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.

C. **Non-Cumulative**. The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Contractor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Contractor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.

D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.

E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.

7. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
8. **MAINTENANCE AND GUARANTEE BOND.** Prior to final payment, Contractor shall furnish a Maintenance and Guarantee Bond in the amount of **TEN PERCENT (10%)** of the total project value, for a period of **THREE (3)** year for labor and **THREE (3)** year for materials from the date of final completion. Prior to the City's receipt of Contractor's fully executed Maintenance and Guarantee Bond, Contractor will warrant all labor and materials completed pursuant to this Agreement.
9. **PUBLIC CONSTRUCTION BOND**. As required by section 255.05, Florida Statutes, Contractor shall furnish a certified and recorded Public Construction Bond in the amount of **THREE MILLION, FOUR HUNDRED THIRTY-THREE THOUSAND, THREE HUNDRED TWENTY AND 99/100 DOLLARS ($3,433,320.99)** as security for the faithful performance of the work as required and set forth in the Contract Documents within the time set forth for performance under this Agreement and for prompt payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided for herein.
10. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof as soon as it becomes aware.
B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

11. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
    A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
    B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
12. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
    A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
        (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

(2) Contractor provides material that does not meet the specifications of the Agreement;
(3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
(4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
(1) City shall be entitled to terminate this Agreement without further notice;
(2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
(3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
(4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; (ii) placing a claim against the public construction bond, or (iii) any other remedy as provided by law.

D. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

13. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **THREE (3)** years from the date of Final Completion. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **THREE (3)** years from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.
14. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

15. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

16. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

    A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
    B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
    C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
    D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
    E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
    F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

17. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

    A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

C. Contractor shall be responsible to see that the finished work complies accurately with this Agreement and the intent thereof.
D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, including, but not limited to obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
G. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

18. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
19. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES**. City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
    A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.
    B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.
20. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
21. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work.** City has the authority to stop work or to suspend any work.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

22. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
23. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of Commercial General Liability insurance with limits not less than:

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
    C. Policy must include coverage for contractual liability and independent contractors.
    D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

24. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

    A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

    B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

    C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

25. **ADDITIONAL INSURANCE REQUIREMENTS.**

    A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
    B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

of a coverage deductible, co-insurance penalty to include any loss not covered because of the operation of such deductible, co-insurance penalty, or coverage exclusion or limitation.

C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as an Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

27. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

A. All employees on the work and other persons that may be affected thereby;
B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

28. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.
    a. In addition to the requirements set forth in its bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
    b. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

29. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

30. **CONSTRUCTION SURVEY LAYOUT.** The work to be performed pursuant to survey work provided by City shall be completed as necessary to establish all proper alignments, right of way, easements, benchmarks, elevations, and grade stakes to complete all phases of this Contract.
    A. Contractor shall immediately bring to City's attention any survey issues that would impede the Contractor's completion of the work. The work performed pursuant to survey work at the Contractor's expense pursuant to this Agreement shall be prepared by a licensed surveyor and provided to the City. Any survey issues with these surveys that would impede the Contractor's completion of the work shall immediately be brought to the City's attention. If additional or corrective survey work is required, it shall be at Contractor's expense.
    B. The City Engineer/City Project Manager shall establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work. If Contractor shall remove or destroy any stake, marker, or benchmark on the work without first having

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

secured the approval of the City Engineer/City Project Manager, such stake, or benchmark shall be re-established by and at Contractor's expense.

C. It shall be the responsibility of Contractor to preserve all adjacent property corner markers which might be affected by their operations and replace same if undermined. Corner locations known by City will be made available to Contractor. All original field notes, calculations, and other documents developed by the surveyor in conjunction with this work shall be given to City and become City property. All surveying work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6IG17 of the Florida Administrative Code.

31. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
32. **COMPLIANCE WITH F.S. 287.135.** City may terminate Agreement immediately upon discovering that Contractor: (A) has been placed on the Scrutinized Companies that Boycott Israel List; (B) is engaged in a boycott of Israel; (C) has been placed on the Scrutinized Companies with Activities in Sudan List; (D) has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or (E) has been engaged in business operations in Cuba or Syria. This Agreement may also be terminated immediately if the Contractor falsely certified they are eligible to bid and contract with local government entities under F.S. 287.135.
33. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
34. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

35. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

36. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.

37. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

38. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

39. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the 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 the 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 the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE 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.

40. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
41. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
42. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
43. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
44. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
45. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

46. **INDEMNITY.** Contractor shall indemnify, defend, and hold harmless City and its elected officials, employees and volunteers against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful acts of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor.
47. **NO WAIVER OF SOVEREIGN IMMUNITY.** The foregoing indemnification shall not constitute a waiver of the City's sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes. Nor shall the same be construed to constitute agreement by Contractor to indemnify City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.
48. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Commercial Industrial Corp. Attention: Jay Blankenfeld 186 NW 68th Avenue Ocala, Florida 34482 Phone: 352-840-0161 E-mail: jay@cifl.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: wsexton@ocalafl.gov

49. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in

addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

50. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
51. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the state of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the state of Florida.
52. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
53. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
54. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
55. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
56. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

57. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
58. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
59. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
60. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
61. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

Angel B. Jacobs
City Clerk

CITY OF OCALA

Kristen Dreyer
City Council President

Approved as to form and legality:

Signed by: William E. Sexton
4A55ABBABED04F3...

By: William E. Sexton
(Printed Name)

Title: City Attorney

COMMERCIAL INDUSTRIAL CORP.

DocuSigned by: JAY BLANKENFELD
82026AF927B041A...
(Signature)

By: JAY BLANKENFELD
(Printed Name)

Title: Vice President
(Title of Authorized Signatory)

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

BACKGROUND

1. Contractor shall complete the widening construction of the existing two-lane SW 44th / 46th Avenue from SR 40 to SW 20th Street to create a four-lane divided roadway.
2. Scope of the project will contain stabilization, base, milling and asphalt for four 12-foot travel lanes, 6-foot-wide traffic separator, grass median, 4-foot-wide bike lanes, concrete sidewalks, concrete curb and gutter, curb ramps, sod, gravity wall, as well as signing and thermoplastic pavement marking. Driveway modifications are also anticipated.
3. Drainage work shall include a manhole and inlet top modifications as called out in the plans.
4. Inlet protection system, sediment barrier is also included. Construction activities include mobilization, maintenance of traffic, clearing and grubbing, earthwork, milling, concrete, and paving.
5. All pedestrian facilities must adhere to current ADA standards.
6. Proper maintenance of traffic is required at all times.
7. Contractor shall be responsible for providing all materials, labor, and equipment to complete the project.

FDOT PRE-QUALIFICATION, AND CERTIFICATION REQUIREMENTS

1. **FDOT Pre-Qualification Requirement:** Contractor must be FDOT Pre-Qualified with reviewed financial statements in the following work classes in accordance with Florida State Statute 337.14 and Florida Administrative code 14-22.
    - Grading
    - Flexible Paving
    - Hot Plant – Mix Bitum. Courses
    - Sidewalk
2. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC) Certification:** Contractor must possess MOT/TTC Advanced certification. One (1) person who is MOT/TTC Advanced certified must be on site at all times during construction.

PERMIT REQUIREMENTS AND MOT/TTC PLAN

1. **Permits Required:** Contractor shall be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
    - Right-of-Way (ROW) Utilization
    - Notice of Intent to FDEP for Overall Project Construction
2. **Estimated Permit Cost:** The ROW permit cost will be waived upon submission.
3. **Permit Application:** The ROW Utilization Permit Application is available under "Documents" at: https://www.ocalafl.org/government/city-departments-a-h/city-engineer-s-office
4. **Permit Submission Requirements:**

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

A. **If Road/Lane Closure is Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of two (2) weeks prior to the projected time the project will start.

B. **If Road/Lane Closure is not Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of one (1) week prior to the projected time the project will start.

WEATHER DAYS

Weather Days: The Contractor shall submit a written request to the City Project Manager (email is the preferred method) for additional days for which work is suspended or delayed by weather.

A. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final.

B. Contractor performance and execution of work shall be considered in the determination for granting additional days.

SUB-CONTRACTORS

Contractor must perform a minimum of 60% of the work with their own forces.

MOBILIZATION AND MAINTENANCE OF TRAFFIC/TEMPORARY TRAFFIC CONTROL

1. **Mobilization:** Obtaining of required permits and the moving of the Contractors operations and equipment required for construction. Provide on-site construction power and wiring, as needed. Provide on-site sanitary facilities as required by Governing agencies. The Contractor will not be permitted to use the City sanitary facilities during construction. Posting of OSHA required notices and establishing of safety programs and procedures.

2. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC):** Maintain traffic per FDOT 102 series index within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Construct and maintain detours.

   A. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install, and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for MOT/TTC in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans.

   B. MOT/TTC includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work and repair any damage to existing pavement open to traffic. FDOT Design Standards are the minimum standards for the use in the development of all Traffic Control Plans (TCPs).

   C. Contractor must have one (1) person that is MOT/TTC Advanced certified on site at all times during construction.

WORK HOURS/CONTRACT TIME

1. The City's normal working hours are Monday through Friday from 7:00 AM to 5:30 PM.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

2. If additional hours are necessary, the Contractor must give 48 hours advance notice to the Project Inspector/City Project Manager.
3. Contractor shall be responsible for inspector's overtime.
4. Night work shall be allowed if it would result in less impact to the public or reduced safety issues at no extra cost to city.
5. No work will be permitted on City observed holidays.
6. Issuance of the Notice to Proceed (NTP) will be given within **TEN (10) DAYS** of the executed Contract date, unless an alternative start date is agreed upon by the City Project Manager. Failure to begin construction within the specified or agreed-upon time frame shall be considered in default by the Contractor.

PROJECT SPECIFICATIONS

This project will require the Contractor to follow the following plans and specifications and any other governing specifications that projects shall be constructed in accordance to:

1. City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure (January 2025) available at:
2. https://www.ocalafl.gov/home/showpublisheddocument/26969/638741677724600000
3. Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction, latest edition available at: http://www.fdot.gov/programmanagement/Implemented/SpecBooks/
4. Florida Department of Transportation Standard Plans for Road and Bridge Construction, Latest edition available at:

   https://www.fdot.gov/design/standardplans/sprbc.shtm
5. Manual on Uniform Traffic Control Devices (MUTCD), available at: https://www.fdot.gov/traffic/trafficservices/mutcd.shtm
6. **Job Site Documents:** The Contractor must have the above listed documents in addition to up-to-date copies of shop drawings, plans and bid document at job sites at all times.

PROJECT REQUIREMENTS AND EXECUTION OF WORK

1. **Project Schedule:** Contractor must submit project schedule to the City Project Manager for approval. This schedule must be submitted Two (2) weeks prior to the starting of a project and must be updated when the schedule is no longer accurate.
2. **Right-of-Way Maps and As-Builts:** Upon final completion of each individual project, signed and sealed right-of-way maps (when applicable) and as-builts must be submitted and approved by the City.
3. **Material & Construction Equipment:** All material & construction equipment must meet FDOT Standard Specifications for Road and Bridge, latest edition.
4. **Backfilling and Compaction Procedures:** Backfilling and compaction shall be performed in accordance with the FDOT Standard Specifications for Road and Bridge Construction (latest edition)

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

and the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure or as otherwise directed in writing by the City of Ocala.

5. **Open Cuts:** All open cuts in the pavement (asphalt and concrete) shall be saw cut and made square.
6. **Damages:** Contractor shall be responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
7. **Compliance:** The Contractor shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
8. Locate, protect, and relocate any and all underground utilities necessary to complete the work specified in the contract, and verify all field conditions, measurements, and elevations.
9. Contractor shall be responsible for distribution of outage/construction notices to customers at least **five (5) days** prior to an outage or construction activity.
10. 10. The Fire Hydrant Assembly line-item unit price includes a fire hydrant to grade (36″ min to 60″ max).

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
3. Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number, email, and address for the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
4. An employee roster shall be provided to the City Project Manager.
5. All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel (safety vest or equivalent).
6. The Contractor's employees shall wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
7. Contractor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employees.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

8. Contractor personnel shall abide by the City's smoking regulations. Smoking is restricted to designated smoking areas only and is not permitted in any City buildings.
9. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
10. Contractor and sub-contractor vehicles shall have their company name located on the side and all personnel shall be required to wear a company shirt.

PROJECT SIGNS

1. Contractor shall be required to provide **two (2)** portable signs to be placed at locations that are approved by City Project Manager.
2. If during the term of this Agreement sign becomes broken or inaccurate, Contractor shall replace or make sign accurate at no extra charge to the City of Ocala.
3. Sign Construction Detail and Required Information can be found in the City of Ocala Standard Details for Construction on Detail G-31A & G-31B.

The cost to move signs to new project locations and the replacement of broken and inaccurate signs shall be included in the initial cost of each sign.

SURVEY LAYOUT

1. The City Engineer/City Project Manager may, as required, establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work.
2. If the Contractor shall remove or destroy any stake, marker, or benchmark on the work without first having secured the approval of the City Engineer, such stake, or benchmark shall be re-established by and at the Contractor's expense.
3. It shall be at the responsibility of the Contractor to preserve all adjacent property corner markers which might be affected by their operation and replace same if undermined. Corner locations known by the City will be available to the Contractor.
4. All survey work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6IG17 of the Florida Administrative Code.

TESTING REQUIREMENTS

1. Contractor Quality Control Plan is required.
    - Earthwork (Including Density Logbook)
    - Base Course
    - Asphalt
    - Concrete

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

2. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required. Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to City Project Manager.
3. Results of all required testing and inspections shall be submitted to the project inspector to achieve Final Completion Certification. For other requirements for Tests and Inspection refer to Article 14 in the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
4. Asphalt samples will only be taken at the job site or asphalt plant and will have to meet these specifications. All work which has not been tested and accepted shall not be paid for.

EROSION SEDIMENT AND FLOOD CONTROL

1. Contractor shall provide the City of Ocala with an Erosion Control Plan that shall include spill reporting and response.
2. If contaminated soil or groundwater is encountered, contact the City Project Manager.
3. Provide, maintain, and operate temporary facilities to control erosion and sediment, and to protect work and existing facilities from flooding during construction.
4. Maintain drainage ways and construct temporary drainage facilities to allow runoff to flow properly.
5. Contractor shall be required to inspect pollution control measures daily. Written documentation of inspection must be submitted weekly and within 24 hours after a rainstorm in excess of 0.50 inches. The Contractor shall report all inspection findings and corrective actions taken as a result of the inspection. Inspection reports (DOT form 650-040-03) shall be signed by the Contractor and submitted weekly to the City Project manager, along with the name and certificate number of the person signing this form.

CONSTRUCTION WORK AREAS

1. The City of Ocala shall not be responsible for providing property or lay down yards to the Contractor for their materials or equipment. If private property is used, the City requires a copy of the agreement between the property owner and the Contractor. **Utilizing private property without written permission is prohibited.**
2. Components of the project, including temporary work and storage areas, will be located on-site per project. Staging areas will be sited inside the right-of-way or within City property. Material shall be transported to the proper station for construction, assembly, response to possible public concern.
3. Provide on-site sanitary facilities as required by governing agencies.
4. Any work areas in roadways must at least be filled temporarily with asphalt millings or covered with a FDOT approved steel road plate before the roadway can be opened to traffic. If millings are used the Contractor must maintain the millings daily until the millings are replaced with permanent asphalt.

SITE HOUSEKEEPING AND CLEANUP

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

1. **Waste/Debris:** The Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Contractor shall provide approved containers for collection and disposal of waste materials, debris, and rubbish. Contractor shall dispose of debris in a legal manner. At least once weekly dispose of such waste materials, debris, and rubbish off-site.
2. **Cleanup:** Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition. Work site will be completely cleaned after each day of work. Sweep all roadways affected by the construction and where adjacent to work daily.
3. **Water Use:** The use of water to prevent the blowing of dust and debris during cutting operations and or cleaning operations is **mandatory**.
4. **Individual Project Cleaning:** At completion of each individual project, Contractor shall remove from the site all tools, equipment, surplus materials, debris, temporary facilities, scaffolding, and equipment. The areas of work shall be swept thoroughly and all marks, stains, rust, dirt, paint drippings, and the like shall be removed from all new and existing work to the satisfaction of the Owner.
5. **Final Cleaning:** Upon completion of work, clean entire work, and project site as applicable.
   A. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the City Project Manager/City Engineer.
   B. Remove any foreign materials from exposed surfaces.
   C. Broom clean exterior paved driveways and parking areas.
   D. Hose clean sidewalks and concrete exposed surfaces.

SAFETY

1. The Contractor shall be fully responsible for meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, etc.
2. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.
3. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

SUBMITTALS

1. Provide submittals as required by City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
2. Submit copies of permits and approvals for construction as required by laws and regulations of governing agencies.
3. Submit temporary construction parking area plans, storage yard, storage trailer location, staging area plan, and plan for disposal of waste materials.

WARRANTY

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

1. Contractor shall provide a three (3) year material and labor warranty from the date of substantial completion, against operational failure caused by defective material or workmanship which occurs during normal use.
2. All manufacturer warranty documentation and owner manuals must be provided before final payment request.

SUBSTANTIAL COMPLETION PROCESS

1. When the Contractor considers the work as substantially complete, the Contractor shall submit to the City:
   A. A written notice that the work or designated portion thereof, is substantially complete.
   B. A list of items to be completed or corrected.
2. Within a reasonable time after receipt of such notice, the City will make an inspection to determine the status of completion.
3. Should the City determine that the work is not substantially complete:
   A. The City will promptly notify the Contractor in writing, giving the reasons, therefore.
   B. The Contractor shall remedy the deficiencies in the work and send a second written notice of substantial completion to the City.
   C. The City will re-inspect the work.
4. When the City finds that the work is substantially complete, the City shall prepare a Certificate of Substantial Completion with a list of items (punch list) to be completed or corrected before final payment.

FINAL COMPLETION PROCESS

1. When the Contractor considers the work complete, the Contractor shall submit written certification that:
   A. Contract documents have been reviewed.
   B. Work has been inspected for compliance with Contract documents.
   C. Work has been completed in accordance with Contract documents.
   D. Equipment and systems have been tested in the presence of the City representative and are operational.
2. The City will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
3. Should the City consider that the work is incomplete or defective:
   A. The City will promptly notify the Contractor in writing, listing the incomplete or defective work.
   B. The Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to the City that the work is complete.
   C. The City will re-inspect the work.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

4. When the City finds that the work is acceptable under the Contract documents, the City shall request the Contractor make closeout submittals.
5. **Final Application for Payment:** Contractor shall submit the final application for payment in accordance with the procedures and requirements stated in the scope of work and general conditions.

CONTRACTOR CLOSEOUT DOCUMENTS

1. Evidence of compliance with requirements of governing authorities.
2. Consent of Surety to final payment.
3. Approved project record documents include electronic (CADD) and hard copy signed and sealed "As Built" by professional surveyor.
4. Completion of all submittals as required by Contract documents.
5. Warranties and operational manuals (2 copies).

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

EXHIBIT B - PRICE PROPOSAL LOCAL VENDOR PREFERENCE

Southwest 44th/46th Avenue 4-Lane Extension

CONTRACTOR NAME	Commercial Industrial Corp
LOCATION	Ocala, FL
SUMMARY OF GENERAL ROADWAY	
	Within 1% Pricing Local Vendor preference

ITEM	DESCRIPTION	UNITS	LOW NON-LOCAL BIDDER UNIT COST	UNIT COST - 1% LESS
G-01	Mobilization	LS	$ 174,108.27	$ 172,367.19
G-02	Maintenance and Guarantee Bond	LS	$ 2,850.00	$ 2,821.50
G-03	Project Construction Signs	EA	$ 1,710.00	$ 1,692.90
G-05	Maintenance of Traffic	LS	$ 323,860.78	$ 320,622.17
G-06	Silt Fence and Sediment Control (back of sidewalk)	LF	$ 1.20	$ 1.19
FDOT 104-1	Silt Fence and Sediment Control (Inlet Protection)	EA	$ 137.50	$ 136.13
G-09-01	Clearing and Grubbing - Light (at sod median)	SY	$ 1.10	$ 1.09
G-11	Excavation, General	CY	$ 15.40	$ 15.25
G-12	Imported Backfill Material	CY	$ 15.95	$ 15.79
G-15	Finish Grading	SY	$ 1.10	$ 1.09
G-17	Remove and Replace Unsuitable Material	CY	$ 25.95	$ 25.69
G-18	Stablized Subgrade	SY	$ 12.10	$ 11.98
G-19	Limerock - 10" Base (new pvmt)	SY	$ 13.10	$ 12.97
G-21	Removal of Existing Concrete Sidewalks and Driveways	SY	$ 16.90	$ 16.73
G-22	Removal of Existing Concrete Curb and Gutter	LF	$ 5.05	$ 5.00
G-25	Removal of Existing Asphalt Pavement (Driveways)	SY	$ 6.10	$ 6.04
G-27	Asphalt Milling Pavement at 2" Depth	SY	$ 3.50	$ 3.47
G-28	Compacted Roadway Subbase	SY	$ 7.45	$ 7.38
G-32-12.1	SP-12.5 Asphalt Superpave (2" structural course) 14,275 SY	TN	$ 175.00	$ 173.25
G-32-12.2	FC-9.5 Asphalt (2" friction course) 14,275 SY + 28,848 SY	TN	$ 177.00	$ 175.23
G-52	Construction Survey	LS	$ 51,920.00	$ 51,400.80
G-53	As Bulit Survey	LS	$ 27,500.00	$ 27,225.00
G-56-E	Concrete Curb and Gutter, Type E	LF	$ 30.55	$ 30.24
G-56-f	Concrete Curb and Gutter, Type F	LF	$ 28.60	$ 28.31
G-61-C	Concrete Curb Ramp with Detectable Warning Surface (CR-C)	EA	$ 2,035.00	$ 2,014.65
G-61-G	Concrete Curb Ramp with Detectable Warning Surface (CR-G)	EA	$ 2,035.00	$ 2,014.65
G-62	Detectable Warning	SF	$ 29.15	$ 28.86
G-58-4	Concrete (Sidewalk, 4" Thick, Fiber Reinforced)	SY	$ 58.85	$ 58.26
G-58-6	Concrete (Sidewalk and Driveways, 6" Thick)	SY	$ 82.50	$ 81.68
G-80	Sod, Bahia (Medians / B.O.S.)	SY	$ 4.15	$ 4.11
G-100	Concrete Traffic Separator - Type IV, 8' Wide	LF	$ 93.50	$ 92.57
FDOT 400-0	Gravity Wall (retaining behind sidewalk)	CY	$ 1,072.50	$ 1,061.78
FDOT 520-2	Concrete Curb, Type D (retaining behind sidewalk)	LF	$ 23.10	$ 22.87
SUMMARY OF STORM WATER				
ITEM	DESCRIPTION	UOM	UNIT COST	UNIT COST
G-45-02	Replace MH Cover w Type 5 Curb Inlet (STA 113+62)	EA	$ 6,347.00	$ 6,283.53
G-45-02	Replace Ditch Inlet w Type 6 Curb Inlet (STA 114+83)	EA	$ 6,347.00	$ 6,283.53
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 118+93)	EA	$ 6,347.00	$ 6,283.53
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 123+52)	EA	$ 6,347.00	$ 6,283.53
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 135+16)	EA	$ 6,347.00	$ 6,283.53
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 139+20)	EA	$ 6,347.00	$ 6,283.53
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 140+55)	EA	$ 6,347.00	$ 6,283.53

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

EXHIBIT B - PRICE PROPOSAL LOCAL VENDOR PREFERENCE

Southwest 44th/46th Avenue 4-Lane Extension

		CONTRACTOR NAME	**Commercial Industrial Corp**	
		LOCATION	**Ocala, FL**	
SUMMARY OF SANITARY SEWER				
ITEM	**DESCRIPTION**	**UOM**	**UNIT COST**	**UNIT COST**
S-05	Raise Exisiting Manhole Cover to Grade	EA	$ 825.00	$ 816.75
SUMMARY OF TRAFFIC CONTROL				
ITEM	**DESCRIPTION**	**UOM**	**UNIT COST**	**UNIT COST**
G-34-01	Object Marker, Type 1 (bike lane)	EA	$ 495.00	$ 490.05
G-89-11	Single Post Sign, F&I, Less than 12 ft	AS	$ 467.50	$ 462.83
G-90-02	Single Post Sign, Remove	AS	$ 55.00	$ 54.45
G-91	Raised Retro-Reflective Pavement Marker w Adhesive	EA	$ 4.70	$ 4.65
G-93-121	Temporary Traffic Stripes and Markings, Standard, White, Solid, 6” Stripe	LF	$ 0.35	$ 0.35
G-93-123	Temporary Traffic Stripes and Markings, Standard, White, Solid, 12” Stripe	LF	$ 1.65	$ 1.63
G-93-125	Temporary Traffic Stripes and Markings, Standard, White, Solid, 24” Stripe	LF	$ 3.30	$ 3.27
G-93-131	Temporary Solid 6" Skip Stripe 10' x 30' White (Gross)	GLF	$ 0.20	$ 0.20
G-93-141	Temporary Traffic Stripes and Markings 6" Double Skip 2' x 4', White (Gross)	GLF	$ 0.35	$ 0.35
G-93-221	Temporary Traffic Stripes and Markings, Standard, Yellow, Solid, 6” Stripe	LF	$ 0.35	$ 0.35
G-94-1-121	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 6” Stripe	LF	$ 1.40	$ 1.39
G-94-1-123	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 12” Stripe	LF	$ 3.85	$ 3.81
G-94-1-125	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24” Stripe	LF	$ 6.05	$ 5.99
G-94-1-131	ThermoPlastic Traffic Stripes and Markings 6" Skip Stripe 10' x 30', White (Gross)	GLF	$ 0.55	$ 0.54
G-94-1-141	Thermoplastic Traffic Stripes and Markings 6" Double Skip 2' x 4', White (Gross)	GLF	$ 1.10	$ 1.09
G-94-1-221	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Solid, 6” Stripe	LF	$ 1.40	$ 1.39
G-94-4-125	ThermoPlastic Traffic Stripes and Markings, White, Solid, Preformed 24” Stripe	LF	$ 15.40	$ 15.25
G-94-1-231	ThermoPlastic Traffic Stripes and Markings 6" Skip Stripe 6' x 10', Yellow (Gross)	GLF	$ 0.55	$ 0.54
G-95-16	Thermoplastic Pavement Message (Bike Lane Symbol)	EA	$ 577.50	$ 571.73
G-95-17	Thermoplastic Pavement Arrow	EA	$ 82.50	$ 81.68
G-96-16	Temporary Pavement Message (Bike Lane Symbol)	EA	$ 82.50	$ 81.68
G-96-17	Temporary Pavement Arrow	EA	$ 38.50	$ 38.12
G-105	Remove Stripe/Pavement/Message (Grind)	SF	$ 3.60	$ 3.56

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

The Contract Plans for Southwest 44th/46th Avenue 4-Lane Expansion – Phase 3 are available for inspection and copying at:
1805 NE 30th Avenue, Bldg. 700, Ocala, Florida 34470.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

1. The Contractor will handle the adjustment of existing manholes and valves to grade.

2. The City is keeping the millings.

3. Gravity wall shall be per FDOT Index 400-011-Scheme 1.

4. Traffic will be able to drive on the milled areas.

5. A sidewalk survey is not required.

6. For D curb detail, refer to FDOT Index 520-001 "D" curb – For "D" curb behind sidewalk, refer to FDOT Index 522-00.

7. For the gravity height of wall details, refer to FDOT Index 400-011-Scheme 1. The height of the walls is estimated at 2 feet.

8. For the details on the D curb behind the sidewalk, refer to FDOT Index 522-002.

9. The compacted roadway subbase is for the new lanes, not the new sidewalk. All work to construct the sidewalk will be covered under item G-58-4 OR G-58-6.

10. For the millings, the City has multiple locations that may be utilized but the Furthest location from site is the City Complex, 1805 NE 30th Avenue, Ocala, FL.

11. The sod type is Bahia.

12. Any material generated on site will be utilized first, then imported material if needed.

13. Detectable warning pay item is for existing ramps without detectable warning mats.

Certificate Of Completion

Envelope Id: B1C021DB-B889-48D7-8D55-2437AB7BE300
Status: Completed
Subject: Construction Services Agreement for the SW 44th/46th Ave Four-Lane Ext (CIP/250467)
Source Envelope:
Document Pages: 31
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
7/10/2025 3:25:37 PM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
JAY BLANKENFELD jay@cicfl.com Vice President Security Level: Email, Account Authentication (None)	DocuSigned by: JAY BLANKENFELD 82026AF927B041A... Signature Adoption: Pre-selected Style Using IP Address: 97.68.64.218	Sent: 7/10/2025 3:29:55 PM Viewed: 7/10/2025 3:33:30 PM Signed: 7/10/2025 3:51:12 PM
Electronic Record and Signature Disclosure: Accepted: 7/10/2025 3:33:30 PM ID: d026484f-e676-43b7-829c-d0a233749df9		
William E. Sexton wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/10/2025 3:51:13 PM Viewed: 7/11/2025 9:41:35 AM Signed: 7/11/2025 9:54:47 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		

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	7/10/2025 3:29:55 PM
Certified Delivered	Security Checked	7/11/2025 9:41:35 AM
Signing Complete	Security Checked	7/11/2025 9:54:47 AM
Completed	Security Checked	7/11/2025 9:54:47 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

CONSTRUCTION SERVICES AGREEMENT FOR THE SW 44TH/46TH AVENUE FOUR-LANE EXTENSION

THIS CONSTRUCTION SERVICES AGREEMENT FOR THE SW 44TH/46TH AVENUE FOUR-LANE EXTENSION (Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **COMMERCIAL INDUSTRIAL CORP.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-2407001) ("Contractor").

R E C I T A L S:

WHEREAS, on March 13, 2025, City issued an Invitation to Bid ("ITB") for the provision of construction services related to the four-lane extension of SW 44th/46th Avenue, ITB No.: CIP/250467 (the "Solicitation"); and

WHEREAS, a total of four (4) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, Commercial Industrial Corp. was determined to be the lowest responsive and responsible bidder; and

WHEREAS, Commercial Industrial Corp. was chosen as the intended awardee to provide construction services related to the four-lane extension of SW 44th/46th Avenue (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project; and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

T E R M S O F A G R E E M E N T:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the quote submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement. Each of these documents are incorporated herein by reference for all purposes.
   If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

      Exhibit A: Scope of Work (A-1 through A-9)
      Exhibit B: Price Proposal (B-1 through B-2)
      Exhibit C: Plan Set (C-1)
      Exhibit D: Solicitation Answers (D-1)

      If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B then (3) Exhibit C, then (4) Exhibit D.

   B. **Project Specifications**: In addition to the Contract Documents and up-to-date copies of shop drawings, this project will require the Contractor to have the following specifications and documents, which are incorporated by reference:

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

i. **City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure"** available at: www.ocalafl.gov/home/showpublisheddocument/24606

Florida Department of Transportation ("FDOT") Standard Specifications for Road and Bridge Construction (latest edition) available at: http://www.fdot.gov/programmanagement/Implemented/SpecBooks/.

Florida Department of Transportation Standard Plans for Road and Bridge Construction (latest edition): https://www.fdot.gov/design/standardplans/sprbc.shtm

Manual on Uniform Traffic Control Devices (MUTCD), latest edition which can be obtained by downloading from: https://www.fdot.gov/traffic/trafficservices/mutcd.shtm

Florida Department of Transportation Florida Greenbook (latest edition), can be obtained by downloading from: https://www.fdot.gov/roadway/floridagreenbook/fgb.shtm

If there is a conflict between the individual Project Specifications regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedents to the most restrictive specification.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. Prime contractor must perform a minimum of **SIXTY PERCENT (60%)** of the work with its own forces. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Contractor a maximum limiting amount of **THREE MILLION, FOUR HUNDRED THIRTY-THREE THOUSAND, SIX HUNDRED SEVENTY-SEVEN AND 44/100 DOLLARS ($3,433,677.44)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the unit pricing schedule in **Exhibit B – Price Proposal** and other requirements set forth in the Contract Documents. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.

   A. **Monthly Progress Payments**: The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable federal and/or state laws.

   B. **Project Schedule and Progress Reports**. A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.

   C. **Invoice Submission**. Invoicing shall be completed on an A1A – G703 - Application & Certification type document for payment. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall invoice once a month. Contractor shall submit a Certificate of Disbursement of Payment with each invoice after the first payment. In addition, Contractor shall also submit an updated

schedule and Construction Compliance with Specifications and Plans with each invoice. Contractor shall be provided with a cover sheet for invoicing. This cover sheet must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Engineering & Water Resources Department,** Attn: **Paul Constable**, **1805 NE 30th Avenue, Building 700, Ocala, Florida 34470** E-Mail: pconstable@ocalafl.gov.

D. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

E. **Retainage.** City shall withhold an amount equal to **FIVE PERCENT (5%)** of each monthly progress payment as retainage to secure Contractor's full and faithful performance of its obligations under this Agreement (the "Retainage"). Contractor shall not be entitled to any interest received by City on Retainage. The Retainage shall be payable to Contractor, subject to the provisions of this subsection, upon satisfaction of the following conditions precedent: (1) confirmation from the City Project Manager that Contractor has satisfactorily completed all work in accordance with the provisions of the Agreement; and (2) receipt of the Consent of Surety of the recorded bond for final payment.

F. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

G. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

H. **Amounts Due to the City**. Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

I. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

A. Contractor shall mobilize and commence work no later than **TEN (10)** working days from the date of issuance of a Notice to Proceed for the project by City. At no time will the Contractor be allowed to lag behind.

B. **All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager within TWO HUNDRED TEN (210) days of the start date indicated on the Notice to Proceed and ready for final payment within THIRTY (30) days of substantial completion**.

C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.

D. **Weather Days:** Contractor shall submit a written request to the City Project (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final. Contractor performance and execution of work shall be considered in the determination for granting additional days.

E. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies, or interference, except as provided in this Agreement.

F. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.

6. **LIQUIDATED DAMAGES FOR LATE COMPLETION**. The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Substantial Completion and/or Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Substantial Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **TWO THOUSAND, SIX HUNDRED FIFTY AND NO/100 DOLLARS ($2,650)** per day for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion in the Contract Documents. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract Documents for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City, as liquidated damages and not as a penalty, additional sum of **TWO HUNDRED AND NO/100 DOLLARS ($200)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.

A. **No Waiver of Rights or Liabilities**. Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.

B. **Right to Withhold or Deduct Damages**. When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.

C. **Non-Cumulative**. The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Contractor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Contractor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.

D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.

E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.

7. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
8. **MAINTENANCE AND GUARANTEE BOND.** Prior to final payment, Contractor shall furnish a Maintenance and Guarantee Bond in the amount of **TEN PERCENT (10%)** of the total project value, for a period of **THREE (3)** year for labor and **THREE (3)** year for materials from the date of final completion. Prior to the City's receipt of Contractor's fully executed Maintenance and Guarantee Bond, Contractor will warrant all labor and materials completed pursuant to this Agreement.
9. **PUBLIC CONSTRUCTION BOND**. As required by section 255.05, Florida Statutes, Contractor shall furnish a certified and recorded Public Construction Bond in the amount of **THREE MILLION, FOUR HUNDRED THIRTY-THREE THOUSAND, THREE HUNDRED TWENTY AND 99/100 DOLLARS ($3,433,320.99)** as security for the faithful performance of the work as required and set forth in the Contract Documents within the time set forth for performance under this Agreement and for prompt payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided for herein.
10. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof as soon as it becomes aware.
B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

11. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
    A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
    B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
12. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
    A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
        (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

(2) Contractor provides material that does not meet the specifications of the Agreement;
(3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
(4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
(1) City shall be entitled to terminate this Agreement without further notice;
(2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
(3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
(4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; (ii) placing a claim against the public construction bond, or (iii) any other remedy as provided by law.

D. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

13. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **THREE (3)** years from the date of Final Completion. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **THREE (3)** years from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.
14. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

15. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

16. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

    A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
    B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
    C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
    D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
    E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
    F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

17. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

    A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

C. Contractor shall be responsible to see that the finished work complies accurately with this Agreement and the intent thereof.
D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, including, but not limited to obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
G. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

18. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
19. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES**. City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
    A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.
    B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.
20. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
21. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work.** City has the authority to stop work or to suspend any work.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

22. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
23. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of Commercial General Liability insurance with limits not less than:

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
    C. Policy must include coverage for contractual liability and independent contractors.
    D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

24. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

    A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

    B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

    C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

25. **ADDITIONAL INSURANCE REQUIREMENTS.**

    A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
    B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

of a coverage deductible, co-insurance penalty to include any loss not covered because of the operation of such deductible, co-insurance penalty, or coverage exclusion or limitation.

C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as an Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

27. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;
B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

28. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.
    a. In addition to the requirements set forth in its bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
    b. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

29. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

30. **CONSTRUCTION SURVEY LAYOUT.** The work to be performed pursuant to survey work provided by City shall be completed as necessary to establish all proper alignments, right of way, easements, benchmarks, elevations, and grade stakes to complete all phases of this Contract.
    A. Contractor shall immediately bring to City's attention any survey issues that would impede the Contractor's completion of the work. The work performed pursuant to survey work at the Contractor's expense pursuant to this Agreement shall be prepared by a licensed surveyor and provided to the City. Any survey issues with these surveys that would impede the Contractor's completion of the work shall immediately be brought to the City's attention. If additional or corrective survey work is required, it shall be at Contractor's expense.
    B. The City Engineer/City Project Manager shall establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work. If Contractor shall remove or destroy any stake, marker, or benchmark on the work without first having

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

secured the approval of the City Engineer/City Project Manager, such stake, or benchmark shall be re-established by and at Contractor's expense.

C. It shall be the responsibility of Contractor to preserve all adjacent property corner markers which might be affected by their operations and replace same if undermined. Corner locations known by City will be made available to Contractor. All original field notes, calculations, and other documents developed by the surveyor in conjunction with this work shall be given to City and become City property. All surveying work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6IG17 of the Florida Administrative Code.

31. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
32. **COMPLIANCE WITH F.S. 287.135.** City may terminate Agreement immediately upon discovering that Contractor: (A) has been placed on the Scrutinized Companies that Boycott Israel List; (B) is engaged in a boycott of Israel; (C) has been placed on the Scrutinized Companies with Activities in Sudan List; (D) has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or (E) has been engaged in business operations in Cuba or Syria. This Agreement may also be terminated immediately if the Contractor falsely certified they are eligible to bid and contract with local government entities under F.S. 287.135.
33. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
34. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

35. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

36. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.

37. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

38. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

39. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the 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 the 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 the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE 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.

40. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
41. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
42. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
43. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
44. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
45. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

46. **INDEMNITY.** Contractor shall indemnify, defend, and hold harmless City and its elected officials, employees and volunteers against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful acts of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor.
47. **NO WAIVER OF SOVEREIGN IMMUNITY.** The foregoing indemnification shall not constitute a waiver of the City's sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes. Nor shall the same be construed to constitute agreement by Contractor to indemnify City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.
48. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Commercial Industrial Corp. Attention: Jay Blankenfeld 186 NW 68th Avenue Ocala, Florida 34482 Phone: 352-840-0161 E-mail: jay@cifl.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: wsexton@ocalafl.gov

49. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

50. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
51. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the state of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the state of Florida.
52. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
53. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
54. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
55. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
56. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

57. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
58. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
59. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
60. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
61. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

Angel B. Jacobs
City Clerk

CITY OF OCALA

Kristen Dreyer
City Council President

Approved as to form and legality:

Signed by: William E. Sexton
4A55ABBABED04F3...

By: William E. Sexton
(Printed Name)

Title: City Attorney

COMMERCIAL INDUSTRIAL CORP.

DocuSigned by: JAY BLANKENFELD
82026AF927B041A...
(Signature)

By: JAY BLANKENFELD
(Printed Name)

Title: Vice President
(Title of Authorized Signatory)

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

BACKGROUND

1. Contractor shall complete the widening construction of the existing two-lane SW 44th / 46th Avenue from SR 40 to SW 20th Street to create a four-lane divided roadway.
2. Scope of the project will contain stabilization, base, milling and asphalt for four 12-foot travel lanes, 6-foot-wide traffic separator, grass median, 4-foot-wide bike lanes, concrete sidewalks, concrete curb and gutter, curb ramps, sod, gravity wall, as well as signing and thermoplastic pavement marking. Driveway modifications are also anticipated.
3. Drainage work shall include a manhole and inlet top modifications as called out in the plans.
4. Inlet protection system, sediment barrier is also included. Construction activities include mobilization, maintenance of traffic, clearing and grubbing, earthwork, milling, concrete, and paving.
5. All pedestrian facilities must adhere to current ADA standards.
6. Proper maintenance of traffic is required at all times.
7. Contractor shall be responsible for providing all materials, labor, and equipment to complete the project.

FDOT PRE-QUALIFICATION, AND CERTIFICATION REQUIREMENTS

1. **FDOT Pre-Qualification Requirement:** Contractor must be FDOT Pre-Qualified with reviewed financial statements in the following work classes in accordance with Florida State Statute 337.14 and Florida Administrative code 14-22.
    - Grading
    - Flexible Paving
    - Hot Plant – Mix Bitum. Courses
    - Sidewalk
2. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC) Certification:** Contractor must possess MOT/TTC Advanced certification. One (1) person who is MOT/TTC Advanced certified must be on site at all times during construction.

PERMIT REQUIREMENTS AND MOT/TTC PLAN

1. **Permits Required:** Contractor shall be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
    - Right-of-Way (ROW) Utilization
    - Notice of Intent to FDEP for Overall Project Construction
2. **Estimated Permit Cost:** The ROW permit cost will be waived upon submission.
3. **Permit Application:** The ROW Utilization Permit Application is available under "Documents" at: https://www.ocalafl.org/government/city-departments-a-h/city-engineer-s-office
4. **Permit Submission Requirements:**

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

A. **If Road/Lane Closure is Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of two (2) weeks prior to the projected time the project will start.

B. **If Road/Lane Closure is not Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of one (1) week prior to the projected time the project will start.

WEATHER DAYS

Weather Days: The Contractor shall submit a written request to the City Project Manager (email is the preferred method) for additional days for which work is suspended or delayed by weather.

A. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final.

B. Contractor performance and execution of work shall be considered in the determination for granting additional days.

SUB-CONTRACTORS

Contractor must perform a minimum of 60% of the work with their own forces.

MOBILIZATION AND MAINTENANCE OF TRAFFIC/TEMPORARY TRAFFIC CONTROL

1. **Mobilization:** Obtaining of required permits and the moving of the Contractors operations and equipment required for construction. Provide on-site construction power and wiring, as needed. Provide on-site sanitary facilities as required by Governing agencies. The Contractor will not be permitted to use the City sanitary facilities during construction. Posting of OSHA required notices and establishing of safety programs and procedures.

2. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC):** Maintain traffic per FDOT 102 series index within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Construct and maintain detours.

   A. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install, and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for MOT/TTC in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans.

   B. MOT/TTC includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work and repair any damage to existing pavement open to traffic. FDOT Design Standards are the minimum standards for the use in the development of all Traffic Control Plans (TCPs).

   C. Contractor must have one (1) person that is MOT/TTC Advanced certified on site at all times during construction.

WORK HOURS/CONTRACT TIME

1. The City's normal working hours are Monday through Friday from 7:00 AM to 5:30 PM.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

2. If additional hours are necessary, the Contractor must give 48 hours advance notice to the Project Inspector/City Project Manager.
3. Contractor shall be responsible for inspector's overtime.
4. Night work shall be allowed if it would result in less impact to the public or reduced safety issues at no extra cost to city.
5. No work will be permitted on City observed holidays.
6. Issuance of the Notice to Proceed (NTP) will be given within **TEN (10) DAYS** of the executed Contract date, unless an alternative start date is agreed upon by the City Project Manager. Failure to begin construction within the specified or agreed-upon time frame shall be considered in default by the Contractor.

PROJECT SPECIFICATIONS

This project will require the Contractor to follow the following plans and specifications and any other governing specifications that projects shall be constructed in accordance to:

1. City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure (January 2025) available at:
2. https://www.ocalafl.gov/home/showpublisheddocument/26969/638741677724600000
3. Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction, latest edition available at: http://www.fdot.gov/programmanagement/Implemented/SpecBooks/
4. Florida Department of Transportation Standard Plans for Road and Bridge Construction, Latest edition available at:

   https://www.fdot.gov/design/standardplans/sprbc.shtm
5. Manual on Uniform Traffic Control Devices (MUTCD), available at: https://www.fdot.gov/traffic/trafficservices/mutcd.shtm
6. **Job Site Documents:** The Contractor must have the above listed documents in addition to up-to-date copies of shop drawings, plans and bid document at job sites at all times.

PROJECT REQUIREMENTS AND EXECUTION OF WORK

1. **Project Schedule:** Contractor must submit project schedule to the City Project Manager for approval. This schedule must be submitted Two (2) weeks prior to the starting of a project and must be updated when the schedule is no longer accurate.
2. **Right-of-Way Maps and As-Builts:** Upon final completion of each individual project, signed and sealed right-of-way maps (when applicable) and as-builts must be submitted and approved by the City.
3. **Material & Construction Equipment:** All material & construction equipment must meet FDOT Standard Specifications for Road and Bridge, latest edition.
4. **Backfilling and Compaction Procedures:** Backfilling and compaction shall be performed in accordance with the FDOT Standard Specifications for Road and Bridge Construction (latest edition)

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

and the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure or as otherwise directed in writing by the City of Ocala.

5. **Open Cuts:** All open cuts in the pavement (asphalt and concrete) shall be saw cut and made square.
6. **Damages:** Contractor shall be responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
7. **Compliance:** The Contractor shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
8. Locate, protect, and relocate any and all underground utilities necessary to complete the work specified in the contract, and verify all field conditions, measurements, and elevations.
9. Contractor shall be responsible for distribution of outage/construction notices to customers at least **five (5) days** prior to an outage or construction activity.
10. 10. The Fire Hydrant Assembly line-item unit price includes a fire hydrant to grade (36″ min to 60″ max).

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
3. Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number, email, and address for the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
4. An employee roster shall be provided to the City Project Manager.
5. All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel (safety vest or equivalent).
6. The Contractor's employees shall wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
7. Contractor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employees.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

8. Contractor personnel shall abide by the City's smoking regulations. Smoking is restricted to designated smoking areas only and is not permitted in any City buildings.
9. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
10. Contractor and sub-contractor vehicles shall have their company name located on the side and all personnel shall be required to wear a company shirt.

PROJECT SIGNS

1. Contractor shall be required to provide **two (2)** portable signs to be placed at locations that are approved by City Project Manager.
2. If during the term of this Agreement sign becomes broken or inaccurate, Contractor shall replace or make sign accurate at no extra charge to the City of Ocala.
3. Sign Construction Detail and Required Information can be found in the City of Ocala Standard Details for Construction on Detail G-31A & G-31B.

The cost to move signs to new project locations and the replacement of broken and inaccurate signs shall be included in the initial cost of each sign.

SURVEY LAYOUT

1. The City Engineer/City Project Manager may, as required, establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work.
2. If the Contractor shall remove or destroy any stake, marker, or benchmark on the work without first having secured the approval of the City Engineer, such stake, or benchmark shall be re-established by and at the Contractor's expense.
3. It shall be at the responsibility of the Contractor to preserve all adjacent property corner markers which might be affected by their operation and replace same if undermined. Corner locations known by the City will be available to the Contractor.
4. All survey work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6IG17 of the Florida Administrative Code.

TESTING REQUIREMENTS

1. Contractor Quality Control Plan is required.
    - Earthwork (Including Density Logbook)
    - Base Course
    - Asphalt
    - Concrete

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

2. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required. Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to City Project Manager.
3. Results of all required testing and inspections shall be submitted to the project inspector to achieve Final Completion Certification. For other requirements for Tests and Inspection refer to Article 14 in the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
4. Asphalt samples will only be taken at the job site or asphalt plant and will have to meet these specifications. All work which has not been tested and accepted shall not be paid for.

EROSION SEDIMENT AND FLOOD CONTROL

1. Contractor shall provide the City of Ocala with an Erosion Control Plan that shall include spill reporting and response.
2. If contaminated soil or groundwater is encountered, contact the City Project Manager.
3. Provide, maintain, and operate temporary facilities to control erosion and sediment, and to protect work and existing facilities from flooding during construction.
4. Maintain drainage ways and construct temporary drainage facilities to allow runoff to flow properly.
5. Contractor shall be required to inspect pollution control measures daily. Written documentation of inspection must be submitted weekly and within 24 hours after a rainstorm in excess of 0.50 inches. The Contractor shall report all inspection findings and corrective actions taken as a result of the inspection. Inspection reports (DOT form 650-040-03) shall be signed by the Contractor and submitted weekly to the City Project manager, along with the name and certificate number of the person signing this form.

CONSTRUCTION WORK AREAS

1. The City of Ocala shall not be responsible for providing property or lay down yards to the Contractor for their materials or equipment. If private property is used, the City requires a copy of the agreement between the property owner and the Contractor. **Utilizing private property without written permission is prohibited.**
2. Components of the project, including temporary work and storage areas, will be located on-site per project. Staging areas will be sited inside the right-of-way or within City property. Material shall be transported to the proper station for construction, assembly, response to possible public concern.
3. Provide on-site sanitary facilities as required by governing agencies.
4. Any work areas in roadways must at least be filled temporarily with asphalt millings or covered with a FDOT approved steel road plate before the roadway can be opened to traffic. If millings are used the Contractor must maintain the millings daily until the millings are replaced with permanent asphalt.

SITE HOUSEKEEPING AND CLEANUP

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

1. **Waste/Debris:** The Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Contractor shall provide approved containers for collection and disposal of waste materials, debris, and rubbish. Contractor shall dispose of debris in a legal manner. At least once weekly dispose of such waste materials, debris, and rubbish off-site.
2. **Cleanup:** Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition. Work site will be completely cleaned after each day of work. Sweep all roadways affected by the construction and where adjacent to work daily.
3. **Water Use:** The use of water to prevent the blowing of dust and debris during cutting operations and or cleaning operations is **mandatory**.
4. **Individual Project Cleaning:** At completion of each individual project, Contractor shall remove from the site all tools, equipment, surplus materials, debris, temporary facilities, scaffolding, and equipment. The areas of work shall be swept thoroughly and all marks, stains, rust, dirt, paint drippings, and the like shall be removed from all new and existing work to the satisfaction of the Owner.
5. **Final Cleaning:** Upon completion of work, clean entire work, and project site as applicable.
   A. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the City Project Manager/City Engineer.
   B. Remove any foreign materials from exposed surfaces.
   C. Broom clean exterior paved driveways and parking areas.
   D. Hose clean sidewalks and concrete exposed surfaces.

SAFETY

1. The Contractor shall be fully responsible for meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, etc.
2. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.
3. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

SUBMITTALS

1. Provide submittals as required by City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
2. Submit copies of permits and approvals for construction as required by laws and regulations of governing agencies.
3. Submit temporary construction parking area plans, storage yard, storage trailer location, staging area plan, and plan for disposal of waste materials.

WARRANTY

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

1. Contractor shall provide a three (3) year material and labor warranty from the date of substantial completion, against operational failure caused by defective material or workmanship which occurs during normal use.
2. All manufacturer warranty documentation and owner manuals must be provided before final payment request.

SUBSTANTIAL COMPLETION PROCESS

1. When the Contractor considers the work as substantially complete, the Contractor shall submit to the City:
   A. A written notice that the work or designated portion thereof, is substantially complete.
   B. A list of items to be completed or corrected.
2. Within a reasonable time after receipt of such notice, the City will make an inspection to determine the status of completion.
3. Should the City determine that the work is not substantially complete:
   A. The City will promptly notify the Contractor in writing, giving the reasons, therefore.
   B. The Contractor shall remedy the deficiencies in the work and send a second written notice of substantial completion to the City.
   C. The City will re-inspect the work.
4. When the City finds that the work is substantially complete, the City shall prepare a Certificate of Substantial Completion with a list of items (punch list) to be completed or corrected before final payment.

FINAL COMPLETION PROCESS

1. When the Contractor considers the work complete, the Contractor shall submit written certification that:
   A. Contract documents have been reviewed.
   B. Work has been inspected for compliance with Contract documents.
   C. Work has been completed in accordance with Contract documents.
   D. Equipment and systems have been tested in the presence of the City representative and are operational.
2. The City will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
3. Should the City consider that the work is incomplete or defective:
   A. The City will promptly notify the Contractor in writing, listing the incomplete or defective work.
   B. The Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to the City that the work is complete.
   C. The City will re-inspect the work.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

4. When the City finds that the work is acceptable under the Contract documents, the City shall request the Contractor make closeout submittals.
5. **Final Application for Payment:** Contractor shall submit the final application for payment in accordance with the procedures and requirements stated in the scope of work and general conditions.

CONTRACTOR CLOSEOUT DOCUMENTS

1. Evidence of compliance with requirements of governing authorities.
2. Consent of Surety to final payment.
3. Approved project record documents include electronic (CADD) and hard copy signed and sealed "As Built" by professional surveyor.
4. Completion of all submittals as required by Contract documents.
5. Warranties and operational manuals (2 copies).

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

EXHIBIT B - PRICE PROPOSAL LOCAL VENDOR PREFERENCE

Southwest 44th/46th Avenue 4-Lane Extension

CONTRACTOR NAME	Commercial Industrial Corp
LOCATION	Ocala, FL
SUMMARY OF GENERAL ROADWAY	
	Within 1% Pricing Local Vendor preference

ITEM	DESCRIPTION	UNITS	LOW NON-LOCAL BIDDER UNIT COST	UNIT COST - 1% LESS
G-01	Mobilization	LS	$ 174,108.27	$ 172,367.19
G-02	Maintenance and Guarantee Bond	LS	$ 2,850.00	$ 2,821.50
G-03	Project Construction Signs	EA	$ 1,710.00	$ 1,692.90
G-05	Maintenance of Traffic	LS	$ 323,860.78	$ 320,622.17
G-06	Silt Fence and Sediment Control (back of sidewalk)	LF	$ 1.20	$ 1.19
FDOT 104-1	Silt Fence and Sediment Control (Inlet Protection)	EA	$ 137.50	$ 136.13
G-09-01	Clearing and Grubbing - Light (at sod median)	SY	$ 1.10	$ 1.09
G-11	Excavation, General	CY	$ 15.40	$ 15.25
G-12	Imported Backfill Material	CY	$ 15.95	$ 15.79
G-15	Finish Grading	SY	$ 1.10	$ 1.09
G-17	Remove and Replace Unsuitable Material	CY	$ 25.95	$ 25.69
G-18	Stablized Subgrade	SY	$ 12.10	$ 11.98
G-19	Limerock - 10" Base (new pvmt)	SY	$ 13.10	$ 12.97
G-21	Removal of Existing Concrete Sidewalks and Driveways	SY	$ 16.90	$ 16.73
G-22	Removal of Existing Concrete Curb and Gutter	LF	$ 5.05	$ 5.00
G-25	Removal of Existing Asphalt Pavement (Driveways)	SY	$ 6.10	$ 6.04
G-27	Asphalt Milling Pavement at 2" Depth	SY	$ 3.50	$ 3.47
G-28	Compacted Roadway Subbase	SY	$ 7.45	$ 7.38
G-32-12.1	SP-12.5 Asphalt Superpave (2" structural course) 14,275 SY	TN	$ 175.00	$ 173.25
G-32-12.2	FC-9.5 Asphalt (2" friction course) 14,275 SY + 28,848 SY	TN	$ 177.00	$ 175.23
G-52	Construction Survey	LS	$ 51,920.00	$ 51,400.80
G-53	As Bulit Survey	LS	$ 27,500.00	$ 27,225.00
G-56-E	Concrete Curb and Gutter, Type E	LF	$ 30.55	$ 30.24
G-56-f	Concrete Curb and Gutter, Type F	LF	$ 28.60	$ 28.31
G-61-C	Concrete Curb Ramp with Detectable Warning Surface (CR-C)	EA	$ 2,035.00	$ 2,014.65
G-61-G	Concrete Curb Ramp with Detectable Warning Surface (CR-G)	EA	$ 2,035.00	$ 2,014.65
G-62	Detectable Warning	SF	$ 29.15	$ 28.86
G-58-4	Concrete (Sidewalk, 4" Thick, Fiber Reinforced)	SY	$ 58.85	$ 58.26
G-58-6	Concrete (Sidewalk and Driveways, 6" Thick)	SY	$ 82.50	$ 81.68
G-80	Sod, Bahia (Medians / B.O.S.)	SY	$ 4.15	$ 4.11
G-100	Concrete Traffic Separator - Type IV, 8' Wide	LF	$ 93.50	$ 92.57
FDOT 400-0	Gravity Wall (retaining behind sidewalk)	CY	$ 1,072.50	$ 1,061.78
FDOT 520-2	Concrete Curb, Type D (retaining behind sidewalk)	LF	$ 23.10	$ 22.87
SUMMARY OF STORM WATER				
ITEM	DESCRIPTION	UOM	UNIT COST	UNIT COST
G-45-02	Replace MH Cover w Type 5 Curb Inlet (STA 113+62)	EA	$ 6,347.00	$ 6,283.53
G-45-02	Replace Ditch Inlet w Type 6 Curb Inlet (STA 114+83)	EA	$ 6,347.00	$ 6,283.53
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 118+93)	EA	$ 6,347.00	$ 6,283.53
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 123+52)	EA	$ 6,347.00	$ 6,283.53
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 135+16)	EA	$ 6,347.00	$ 6,283.53
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 139+20)	EA	$ 6,347.00	$ 6,283.53
G-45-02	Replace Ditch Inlet w Type 5 Curb Inlet (STA 140+55)	EA	$ 6,347.00	$ 6,283.53

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

EXHIBIT B - PRICE PROPOSAL LOCAL VENDOR PREFERENCE

Southwest 44th/46th Avenue 4-Lane Extension

	CONTRACTOR NAME	Commercial Industrial Corp
	LOCATION	Ocala, FL

SUMMARY OF SANITARY SEWER

ITEM	DESCRIPTION	UOM	UNIT COST	UNIT COST
S-05	Raise Exisiting Manhole Cover to Grade	EA	$ 825.00	$ 816.75

SUMMARY OF TRAFFIC CONTROL

ITEM	DESCRIPTION	UOM	UNIT COST	UNIT COST
G-34-01	Object Marker, Type 1 (bike lane)	EA	$ 495.00	$ 490.05
G-89-11	Single Post Sign, F&I, Less than 12 ft	AS	$ 467.50	$ 462.83
G-90-02	Single Post Sign, Remove	AS	$ 55.00	$ 54.45
G-91	Raised Retro-Reflective Pavement Marker w Adhesive	EA	$ 4.70	$ 4.65
G-93-121	Temporary Traffic Stripes and Markings, Standard, White, Solid, 6” Stripe	LF	$ 0.35	$ 0.35
G-93-123	Temporary Traffic Stripes and Markings, Standard, White, Solid, 12” Stripe	LF	$ 1.65	$ 1.63
G-93-125	Temporary Traffic Stripes and Markings, Standard, White, Solid, 24” Stripe	LF	$ 3.30	$ 3.27
G-93-131	Temporary Solid 6" Skip Stripe 10' x 30' White (Gross)	GLF	$ 0.20	$ 0.20
G-93-141	Temporary Traffic Stripes and Markings 6" Double Skip 2' x 4', White (Gross)	GLF	$ 0.35	$ 0.35
G-93-221	Temporary Traffic Stripes and Markings, Standard, Yellow, Solid, 6” Stripe	LF	$ 0.35	$ 0.35
G-94-1-121	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 6” Stripe	LF	$ 1.40	$ 1.39
G-94-1-123	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 12” Stripe	LF	$ 3.85	$ 3.81
G-94-1-125	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24” Stripe	LF	$ 6.05	$ 5.99
G-94-1-131	ThermoPlastic Traffic Stripes and Markings 6" Skip Stripe 10' x 30', White (Gross)	GLF	$ 0.55	$ 0.54
G-94-1-141	Thermoplastic Traffic Stripes and Markings 6" Double Skip 2' x 4', White (Gross)	GLF	$ 1.10	$ 1.09
G-94-1-221	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Solid, 6” Stripe	LF	$ 1.40	$ 1.39
G-94-4-125	ThermoPlastic Traffic Stripes and Markings, White, Solid, Preformed 24” Stripe	LF	$ 15.40	$ 15.25
G-94-1-231	ThermoPlastic Traffic Stripes and Markings 6" Skip Stripe 6' x 10', Yellow (Gross)	GLF	$ 0.55	$ 0.54
G-95-16	Thermoplastic Pavement Message (Bike Lane Symbol)	EA	$ 577.50	$ 571.73
G-95-17	Thermoplastic Pavement Arrow	EA	$ 82.50	$ 81.68
G-96-16	Temporary Pavement Message (Bike Lane Symbol)	EA	$ 82.50	$ 81.68
G-96-17	Temporary Pavement Arrow	EA	$ 38.50	$ 38.12
G-105	Remove Stripe/Pavement/Message (Grind)	SF	$ 3.60	$ 3.56

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

The Contract Plans for Southwest 44th/46th Avenue 4-Lane Expansion – Phase 3 are available for inspection and copying at:
1805 NE 30th Avenue, Bldg. 700, Ocala, Florida 34470.

Docusign Envelope ID: B1C021DB-B889-48D7-8D55-2437AB7BE300

1. The Contractor will handle the adjustment of existing manholes and valves to grade.

2. The City is keeping the millings.

3. Gravity wall shall be per FDOT Index 400-011-Scheme 1.

4. Traffic will be able to drive on the milled areas.

5. A sidewalk survey is not required.

6. For D curb detail, refer to FDOT Index 520-001 "D" curb – For "D" curb behind sidewalk, refer to FDOT Index 522-00.

7. For the gravity height of wall details, refer to FDOT Index 400-011-Scheme 1. The height of the walls is estimated at 2 feet.

8. For the details on the D curb behind the sidewalk, refer to FDOT Index 522-002.

9. The compacted roadway subbase is for the new lanes, not the new sidewalk. All work to construct the sidewalk will be covered under item G-58-4 OR G-58-6.

10. For the millings, the City has multiple locations that may be utilized but the Furthest location from site is the City Complex, 1805 NE 30th Avenue, Ocala, FL.

11. The sod type is Bahia.

12. Any material generated on site will be utilized first, then imported material if needed.

13. Detectable warning pay item is for existing ramps without detectable warning mats.

Certificate Of Completion

Envelope Id: B1C021DB-B889-48D7-8D55-2437AB7BE300
Status: Completed
Subject: Construction Services Agreement for the SW 44th/46th Ave Four-Lane Ext (CIP/250467)
Source Envelope:
Document Pages: 31
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
7/10/2025 3:25:37 PM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
JAY BLANKENFELD jay@cicfl.com Vice President Security Level: Email, Account Authentication (None)	DocuSigned by: JAY BLANKENFELD 82026AF927B041A... Signature Adoption: Pre-selected Style Using IP Address: 97.68.64.218	Sent: 7/10/2025 3:29:55 PM Viewed: 7/10/2025 3:33:30 PM Signed: 7/10/2025 3:51:12 PM
Electronic Record and Signature Disclosure: Accepted: 7/10/2025 3:33:30 PM ID: d026484f-e676-43b7-829c-d0a233749df9		
William E. Sexton wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/10/2025 3:51:13 PM Viewed: 7/11/2025 9:41:35 AM Signed: 7/11/2025 9:54:47 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		

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	7/10/2025 3:29:55 PM
Certified Delivered	Security Checked	7/11/2025 9:41:35 AM
Signing Complete	Security Checked	7/11/2025 9:54:47 AM
Completed	Security Checked	7/11/2025 9:54:47 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.